

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

RG TOWERS, LLC, a Florida limited
liability company,

Petitioner,

vs.

TOWN OF LAKE PARK, a Florida
municipal corporation,

Respondent.

Case No. _____

APPENDIX TO RG TOWER'S PETITION FOR WRIT OF CERTIORARI

- A. Resolution 10-04-14 dated April 2, 2014
- B. Final Order
- C. Lease and Option Agreement dated September 17, 2014
- D. Resolution No. 08-03-15 dated March 4, 2015
- E. Application dated February 10, 2015
- F. Email Chain by and between J. Long and N. DiTommaso dated March 21, 2016
- G. Transcript of March 21, 2016 Town of Lake Park Commission Meeting
- H. Town of Lake Park Code of Ordinances, Article III
- I. Planning & Zoning Commission Staff Report
- J. Town Commission Staff Report
- K. Town of Lake Park Code Section 2-2

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of May, 2016, I electronically filed the foregoing with

the Clerk of Court using the CM/ECF system, and a copy of the foregoing document was furnished by Electronic Mail in accordance with Florida Rules of Judicial Administration 2.516 to: Thomas J. Baird, Esq., Jones Foster, Johnston & Stubbs, PA, 505 South Flagler Drive, Suite 1100, West Palm Beach, Florida 33401, (561) 650-8233, tbaird@jonesfoster.com.

Respectfully submitted,

/s/ John W. Little, III

JOHN W. LITTLE, III, ESQ.

Florida Bar No.: 384798

jlittle@gunster.com

alackey@gunster.com

BRIAN SEYMOUR, ESQ.

Florida Bar No. 0120308

bseymour@gunster.com

GUNSTER, YOAKLEY & STEWART, P.A.

777 South Flagler Drive - Suite 500 East

West Palm Beach, FL 33401-6194

Telephone: 561-655-1980

Facsimile: 561-655-5677

Attorneys for Petitioner

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APPENDIX TO RG TOWER'S
PETITION FOR WRIT OF CERTIORARI

EXHIBIT A

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.

The foregoing Resolution was offered by Commissioner O'Rourke who moved its adoption. The motion was seconded by Commissioner Rapoza and upon being put to a roll call vote, the vote was as follows:

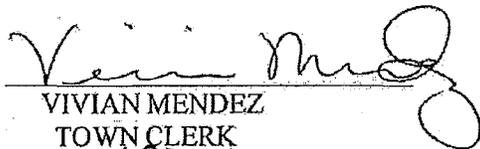
	AYE	NAY
MAYOR JAMES DUBOIS	<u> / </u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> </u>
COMMISSIONER MICHAEL O'ROURKE	<u> / </u>	<u> </u>
COMMISSIONER KATHLEEN RAPOZA	<u> / </u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution NO. 10-04-14 duly passed and adopted this 2 day of April, 2014.

TOWN OF LAKE PARK, FLORIDA

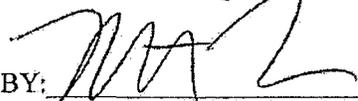
BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK
(TOWN SEAL)
FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY
Matthew T. Ramenda
Acting Town Attorney

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").

I. 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.

(c) Co-location- In the event that T-Mobile or its assignee enters into an agreement with any co-locators who will use any of the related facilities outlined in Section 5 below, T-Mobile will share with the Town 50% of the fees or rent paid to T-Mobile by the co-locator. T-Mobile agrees to provide the Town with an annual accounting of all revenues produced from any agreement with a co-locator.

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 Easement granted pursuant to the terms of this Agreement to T-Mobile and any future assignee is granted only for the duration of this Agreement. The Easement shall terminate when

this Agreement terminates. T-Mobile and any future assignee shall be responsible for any and all costs and attorney's fees associated with the termination of the Easement.

In addition, any subordinate easements required by any other governmental or private entity shall also terminate when this Agreement terminates. T-Mobile and any future assignee shall be responsible for any and all costs and attorney's fees associated with the termination of any of the aforementioned subordinate easements.

T-Mobile and any future assignee shall indemnify the Town for any and all costs and/or attorney's fees the Town incurs in order to terminate the Easement and/or any subordinate easements.

(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.

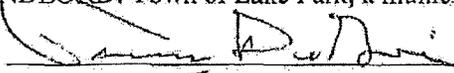
(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(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.

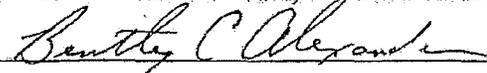
By: 

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

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

By: 

Printed Name: Bentley C Alexander

Title: Regional Vice President

Date: 9/17/14

WITNESSES:

Landlord, Town of Lake Park, a municipal corporation of the State of Florida

Dale S. Sugarman

Print Name: DALE S. SUGARMAN

Janet R. Miller

Print Name: Janet R. Miller

WITNESSES:

Tenant, T-Mobile South, a Delaware limited liability company

Alma R. Games

Print Name: Alma R. Games

Timberly L. Dixon

Print Name: Timberly L. Dixon

EXHIBIT A

Legal Description

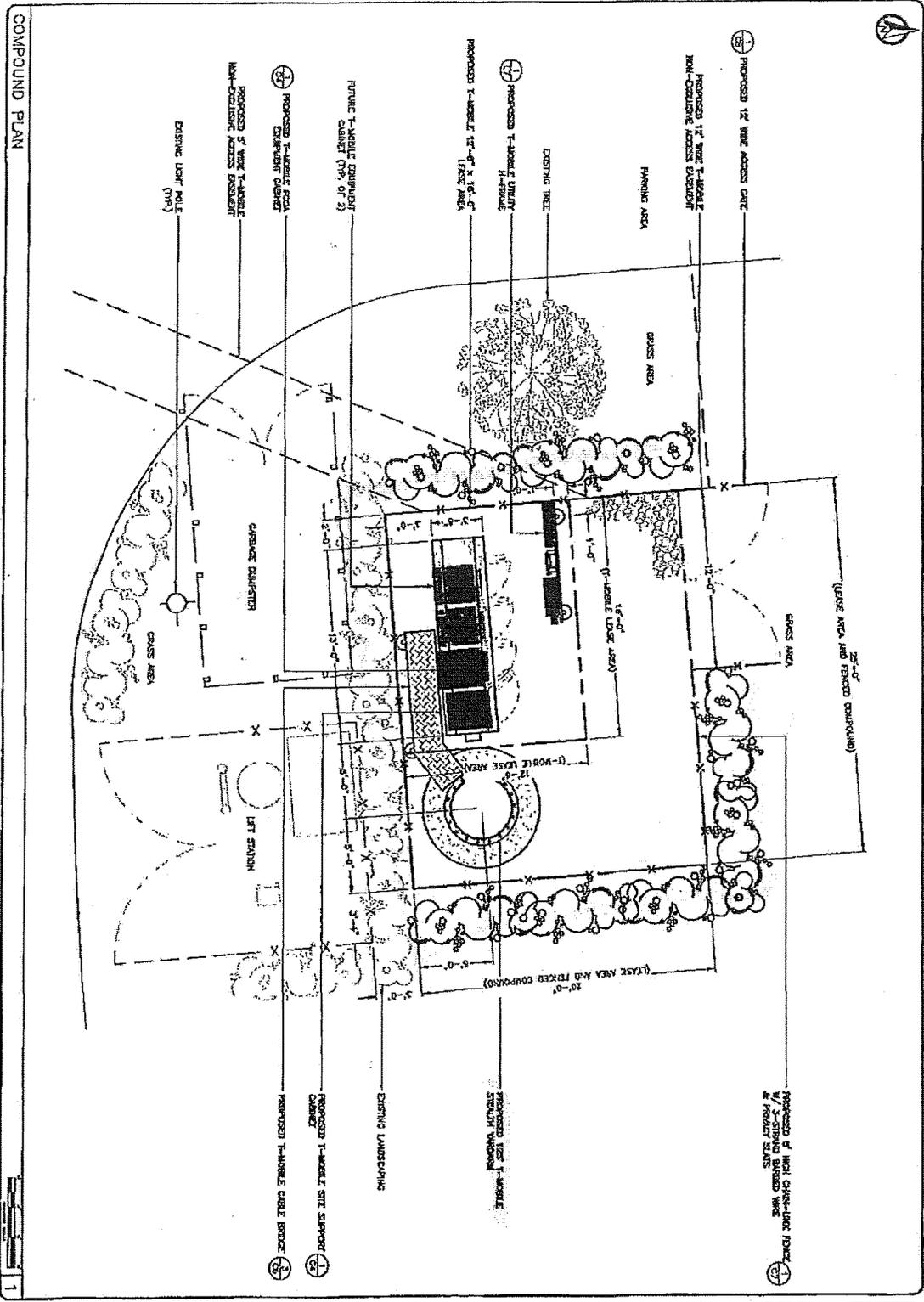
The Property is legally described as follows:

21-42-43, PT OF GOV LT 4 EOF LAKE SHORE DR & W OF TOWN
BULK HEAD LINE LYG BETWEEN ELY EXTENSION OF N LINE OF LT
17 BLK 115 KELSEY CITY & ELY EXTENSION OF N LINE OF SILVER
BEACH RD & TR OF SOVEREIGNTY LAND IN TIIF DEED NO 22899
& NO 24018

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).]



<p>NOT FOR CONSTRUCTION</p>	<p>TP-Mobile stick together</p> <p>1000 ORANGE AVENUE CHANDLER, AZ 85226</p>	<p>Telecom</p> <p>3000 LAKEVIEW AVENUE MESA, AZ 85205 CENTRAL CITY APARTMENTS 12118</p>	<p>REV DATE DESCRIPTION</p> <p>A 7/27/74 PRELIMINARY</p> <p>B 8/27/74</p> <p>118-44124</p> <p>PROJECT NO. 118-44124</p> <p>DRAWN BY: L. JACOB</p> <p>CHECKED BY:</p>
<p>DATE OF SUBMITTAL: 8/6/74</p> <p>LAKE PARK MARINA</p> <p>WP1273D</p> <p>100 LAKE SHORE DRIVE LAKE PARK, AZ 85248</p> <p>SHEET NO. 1</p> <p>COMPOUND PLAN</p> <p>SHEET NUMBER C2</p>	<p>THE DRAWING IS CONSIDERED VALID TO THE EXTENT OF THE DRAWING. IT IS THE RESPONSIBILITY OF THE CLIENT TO PROVIDE ALL NECESSARY INFORMATION AND TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.</p>		

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: *James DuBois*

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

WITNESSES:

Dale S. Sugarman

Print Name: DALE S. SUGERMAN

Janet R. Miller

Print Name: Janet R. Miller

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

By: Bentley Alexander

Printed Name: Bentley Alexander

Title: VP, Engineering

Date: 9/12/14

WITNESSES:

Alma R. Gamez
Print Name: Alma R. Gamez

Kim Selby, DTX SR
Print Name: Kim Selby, DTX SR

[Notary block for Landlord]

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

STATE OF Florida)

) ss.

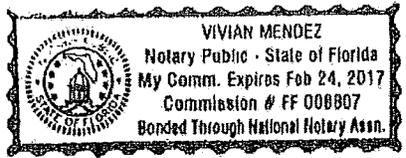
COUNTY OF Palm Beach

This instrument was acknowledged before me on June 4, 2014 by James Dubois, [title] Mayor of the Town of Lake Park a Municipality [type of entity], on behalf of said the Town of Lake Park [name of entity].

Dated: June 4, 2014

Notary Public Vivian Mendez
Print Name Vivian Mendez

My commission expires



(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF Texas)

) ss.

COUNTY OF Collin)

I certify that I know or have satisfactory evidence that Bentley Alexander 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 VP, Engineering of T-Mobile South LLC, a Delaware LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

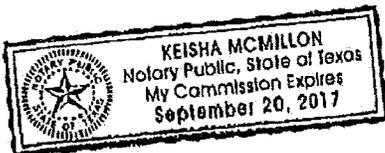
Dated: 9-17-14

Notary Public Keisha McMillon

Print Name Keisha McMillon

My commission expires 9-20-17

(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.

By: James DuBois

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

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

By: Bentley C Alexander

Printed Name: Bentley Alexander

Title: VP, Engineering

Date: 9/17/14

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

Dale S. Sugarman

Print Name: DALE S. SUGARMAN

Janet R. Miller

Print Name: Janet R. Miller

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

Alma R. Gamez

Print Name: Alma R. Gamez

Print Name: _____

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

RG TOWERS, LLC,

Petitioner,

vs.

TOWN OF LAKE PARK,

Respondent.

Case No. _____

APPENDIX TO RG TOWER'S
PETITION FOR WRIT OF CERTIORARI

EXHIBIT B

**IN RE: RG TOWERS LLC,
APPLICATION FOR A SITE PLAN**

FINAL ORDER

An application for a Site Plan came before the Town Commission of the Town of Lake Park at a quasi-judicial public hearing on March 21, 2016. Pursuant to Code § 2-2 (e), the town attorney shall prepare a Final Order including findings of fact and conclusions of law which constitutes the Commission’s written decision regarding the site plan application. The Commission having heard sworn testimony from the town staff, applicant intervener, and public; and having considered the written evidence and exhibits presented, makes the following findings of facts and conclusions of law:

FINDINGS OF FACT

1. RG Towers LLC (the Applicant) submitted an application for a Site Plan to the Town of Lake Park seeking authorization to place a 125 foot stealth telecommunications tower (the Tower) on land which measures 25 feet by 30 feet, or 750 square feet (the Site) within the Lake Park Harbor Marina (the Marina).
2. Pursuant to § 74-64(b)(1) of the Town Code (Code) an applicant for a new telecommunications tower must submit a site plan. The site plan application is subject to the Commission’s approval at a public hearing.
3. The Site’s existing land use designation pursuant to the Future Land Use Element of the Town’s Comprehensive Plan is “Public Buildings and Grounds with Recreational Lands Overlay” and its zoning district is “Public.” The Community Development Director determined that the Tower could be located on the Site provided a site plan is approved.
4. The Zoning districts which surround the Lake Park Harbor Marina are:
 - North: Residential - 1AA (developed as condominiums)
 - South: Residential - Single Family (Riviera Beach)
 - East: Intracoastal Waterway
 - West: Residential 2-A (developed as condominium and single family residential)
5. The land use designations for properties surrounding the Marina are:
 - North: Residential – Condo Density
 - South: Residential – Low Density Residential (Riviera Beach)
 - East: Intracoastal Waterway
 - West: Commercial/Residential

Re: RG Towers LLC Application
For a Site Plan

6. In 2014, pursuant to Resolution No. 10-04-14, the Town entered into a Site Lease with Option Agreement (Lease Option) with T-Mobile LLC. The Lease Option was assigned by T-Mobile LLC to RG Towers LLC. Contained within the legislative findings of Resolution No. 10-04-14, it is stated that the Lease Option pertains to the siting and *possible* construction of a cellular communications tower.
7. Code § 74-64 (b) (1) b. provides that any proposed site for a new telecommunications tower requires a recommendation *for approval* by the Town's Planning & Zoning Board.
8. Aesthetics is one of the general requirements that the Tower must meet, and pursuant to Code § 74-65 (6) e., the Planning & Zoning Board *shall* recommend approval of the design of the Tower.
9. The Town's Planning & Zoning Board did not recommend the Site or the design of the Tower to the Commission. The Planning & Zoning Board recommended that the Commission **deny** the Applicant's application for a site plan at the Site. With respect to the design of the Tower, the Board concluded that the Tower application did not meet Code § 74-65 (6) e. and that its aesthetics and scale were not consistent with the surrounding areas which consist of park, open space, marina and residential uses. Therefore, the Commission finds that the application for a Site Plan does not meet Code §§ 74-64 (b) (1) b. or 74-65 (6) e.
10. The location of a Tower upon the Site is not consistent with the following Goal, Objective, and Policies of the Town's Comprehensive Plan:

Town Goal Statement 3.4.1

Ensure that the historic small town character of Lake Park is maintained, while fostering development and redevelopment that is compatible with and improves existing neighborhoods and commercial areas. The Town shall maintain and seek opportunities to improve its ability to provide: (1) a full range of municipal services; (2) a diversity of housing alternatives consistent with existing residential neighborhoods; (3) commercial, industrial and mixed-use development opportunities that will further the achievement of economic development goals; and (4) a variety of recreational activities and community facilities oriented to serving the needs and desires of the Town. Various land use activities, consistent with these Town character parameters, will be located to maximize the potential for economic benefit and the enjoyment of natural and man-made resources by residents and property owners, while minimizing potential threats to health, safety and welfare posed by hazards, nuisances, incompatibles land uses and environmental degradation.

Objective 5, Policy 5.1

Policy 5.1: The Town shall protect, preserve, maintain and improve its core residential neighborhoods and historic resources, and protect these areas from physical degradation and the intrusion of incompatible uses.

Objective 1, Policy 1.5

Policy 1.5: The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service standards.

Objective 5

Objective 5: As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.

Objective 5, Policy 5.4

Policy 5.4: Utilize such techniques as distance requirements, buffering, landscaping, lower-intensity development, and scale-down requirements to provide appropriate transitions between uses and districts of different intensities, densities, and functions.

11. The landscaping plan for the proposed Tower does not meet Code § 74-65 because it proposes to install perimeter landscaping outside of the Site which is the property subject to the Lease Option.
12. The landscaping and materials proposed do not meet Code § 74-65 (6) e. because they are not, to the maximum extent possible of sufficient materials, screening and landscaping to blend into the natural settings or within the buildings near the Site. The landscaping is not sufficient to screen the equipment area and the base of the Tower such that it is visually compatible with the immediate surrounding public park, open space, and Marina, or the adjacent residential areas. Additionally, the Commission finds that the eight foot wood fence the applicant proposes to surround the Site is not of sufficient material to blend in with the surrounding settings and buildings.
13. Although the 125 foot monopole with its Yard Arm design was intended to “fit in” with the nautical theme of the Marina, this objective is not achieved because the height and scale of a 125 foot Yard Arm is out of character with the visual and aesthetic character of the masts of sailboats at the Marina. Additionally, a 125 foot monopole Yard Arm is visually obtrusive to the users of the Marina, the existing park and open space, and the residents in the adjacent residential neighborhoods.
14. The erection of the Tower on the Site would be detrimental to the Town’s current mixed use initiative and discourage the re-development of the properties along Federal Highway. This mixed use initiative encourages residential and commercial re-development immediately west of the Site.

Re: RG Towers LLC Application
For a Site Plan

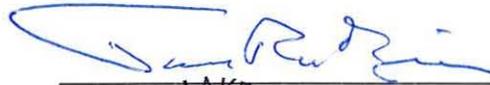
15. The erection of the Tower upon the Site is not compatible with and is out of character with the character of the park, open space and Marina, and the nearby residential uses. The tallest residential building is to the north at a height of 90 feet. To the west the residential buildings are 25 feet in height. In comparison, the Tower is 125 feet in height. Additionally, the base of the Tower, which is approximately 80 feet in diameter, gives the appearance of an industrial structure.
16. The application for a Site Plan does not meet Code § 74-61 because: it would not protect residential districts from adverse impacts; the location of the Tower is not such that it is in a non-residential area as there are both multi-family and single family residential units in zoning districts which are immediately adjacent to the Site and; the Tower is not located in an area so as to minimize visual impacts through careful design, siting and landscape screening.
17. The application for a Site Plan does not meet Code § 74-64 (b) (1) b.

CONCLUSIONS OF LAW

1. The Application for Site Plan is not consistent with the Town's Comprehensive Plan.
2. The Application does not meet the Town's Land Development Regulations.

WHEREFORE, the Application for a Site Plan is **DENIED**.

DONE AND ORDERED in Lake Park, Florida this 21 day of March, 2016.



James Dubois, Mayor
TOWN OF LAKE PARK
SEAL
FLORIDA

Copies furnished to:

Community Development Department
Applicant, RG Towers, LLC
Intervener, Lake Harbor COA, Inc.

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

RG TOWERS, LLC,

Petitioner,

vs.

TOWN OF LAKE PARK,

Respondent.

Case No. _____

APPENDIX TO RG TOWER'S
PETITION FOR WRIT OF CERTIORARI

EXHIBIT C

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").

I. 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.

(c) Co-location- In the event that T-Mobile or its assignee enters into an agreement with any co-locators who will use any of the related facilities outlined in Section 5 below, T-Mobile will share with the Town 50% of the fees or rent paid to T-Mobile by the co-locator. T-Mobile agrees to provide the Town with an annual accounting of all revenues produced from any agreement with a co-locator.

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 Easement granted pursuant to the terms of this Agreement to T-Mobile and any future assignee is granted only for the duration of this Agreement. The Easement shall terminate when

this Agreement terminates. T-Mobile and any future assignee shall be responsible for any and all costs and attorney's fees associated with the termination of the Easement.

In addition, any subordinate easements required by any other governmental or private entity shall also terminate when this Agreement terminates. T-Mobile and any future assignee shall be responsible for any and all costs and attorney's fees associated with the termination of any of the aforementioned subordinate easements.

T-Mobile and any future assignee shall indemnify the Town for any and all costs and/or attorney's fees the Town incurs in order to terminate the Easement and/or any subordinate easements.

(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.

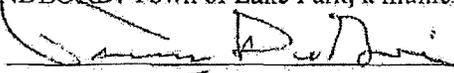
(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(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.

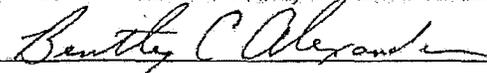
By: 

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

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

By: 

Printed Name: Bentley C Alexander

Title: Regional Vice President

Date: 9/17/14

WITNESSES:

Landlord, Town of Lake Park, a municipal corporation of the State of Florida

Dale S. Sugarman

Print Name: DALE S. SUGARMAN

Janet R. Miller

Print Name: Janet R. Miller

WITNESSES:

Tenant, T-Mobile South, a Delaware limited liability company

Alma R. Games

Print Name: Alma R. Games

Timberly L. Dixon

Print Name: Timberly L. Dixon

EXHIBIT A

Legal Description

The Property is legally described as follows:

21-42-43, PT OF GOV LT 4 EOF LAKE SHORE DR & W OF TOWN
BULK HEAD LINE LYG BETWEEN ELY EXTENSION OF N LINE OF LT
17 BLK 115 KELSEY CITY & ELY EXTENSION OF N LINE OF SILVER
BEACH RD & TR OF SOVEREIGNTY LAND IN TIIF DEED NO 22899
& NO 24018

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).]

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: *James DuBois*

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

WITNESSES:

Dale S. Sugarman

Print Name: DALE S. SUGERMAN

Janet R. Miller

Print Name: Janet R. Miller

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

By: Bentley Alexander

Printed Name: Bentley Alexander

Title: VP, Engineering

Date: 9/12/14

WITNESSES:

Alma R. Gamez
Print Name: Alma R. Gamez

Kim Selby, DTX SR
Print Name: Kim Selby, DTX SR

[Notary block for Landlord]

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

STATE OF Florida)

) ss.

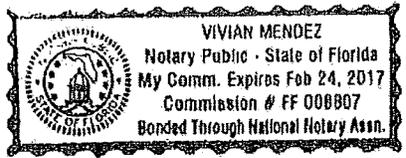
COUNTY OF Palm Beach

This instrument was acknowledged before me on June 4, 2014 by James Dubois, [title] Mayor of the Town of Lake Park a Municipality [type of entity], on behalf of said the Town of Lake Park [name of entity].

Dated: June 4, 2014

Notary Public Vivian Mendez
Print Name Vivian Mendez

My commission expires



(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF Texas)

) ss.

COUNTY OF Collin)

I certify that I know or have satisfactory evidence that Bentley Alexander 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 VP, Engineering of T-Mobile South LLC, a Delaware LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

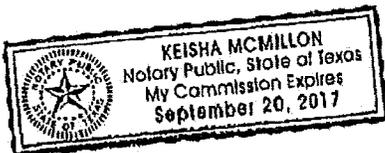
Dated: 9-17-14

Notary Public Keisha McMillon

Print Name Keisha McMillon

My commission expires 9-20-17

(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.

By: James DuBois

Printed Name: James DuBois

Title: Mayor

Date: June 4, 2014

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

By: Bentley C Alexander

Printed Name: Bentley Alexander

Title: VP, Engineering

Date: 9/17/14

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

Dale S. Sugarman

Print Name: DALE S. SUGARMAN

Janet R. Miller

Print Name: Janet R. Miller

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

Alma R. Gamez

Print Name: ALMA R. GAMEZ

Print Name: _____

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

RG TOWERS, LLC,

Petitioner,

vs.

TOWN OF LAKE PARK,

Respondent.

Case No. _____

APPENDIX TO RG TOWER'S
PETITION FOR WRIT OF CERTIORARI

EXHIBIT D

RESOLUTION NO. 08-03-15

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA
AUTHORIZING AND DIRECTING THE MAYOR TO
EXECUTE A FIRST AMENDMENT TO THE 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 entered into a "Site Lease With Option" (Lease) with T-Mobile, LLC, whereby T-Mobile LLC is permitted, at its option to lease certain real property described and attached to Exhibit A of the Lease (the Property) at the Town's Marina for the development of facilities necessary to operate its communications system; and

WHEREAS, pursuant to paragraph 15 of the Lease, T-Mobile, LLC has assigned the ground lease to R G Towers, LLC; and

WHEREAS, pursuant to the terms of the Lease, the Tenant of the Property is permitted to co-locate other communication facilities on the Property; and

WHEREAS, Tenant, after inspection of the Property has requested an amendment to the Lease so that additional ground space can be made available to it in anticipation of co-locating additional communication facilities on the Property.

NOW THEREFORE the Landlord and Tenant have agreed to amend the Lease, as follows:

Section 1. The recitals are incorporated herein.

Section 2. A new Exhibit A, a copy of which is attached hereto and incorporated herein, containing the legal description of the Property is hereby substituted for the Exhibit A attached to the original Lease. All references in the Lease to Exhibit A shall now mean and refer to the new Exhibit A attached hereto.

Section 3. A new Exhibit B, a copy of which is attached hereto and incorporated herein which is the site plan depicting that portion of the Property where the Antenna Facilities together with all necessary ground space and easements for access thereto and utilities is hereby substituted for Exhibit B to the original.

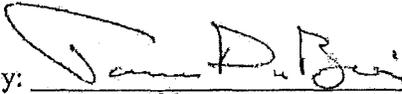
Section 4. All provisions of the Lease not amended herein shall remain in effect.

Section 5. This Resolution shall be effective upon adoption.

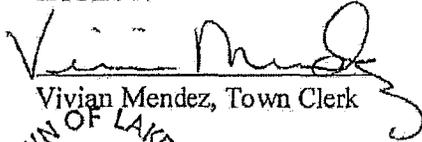
IN WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

Town of Lake Park, Florida

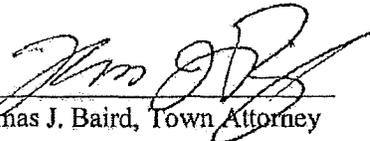
By: 
Name: James DuBois
Title: Mayor

ATTEST:


Vivian Mendez, Town Clerk



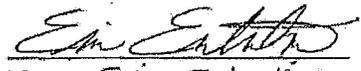
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

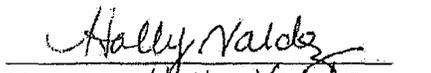
By: 
Thomas J. Baird, Town Attorney

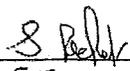
TENANT:

R G Towers, LLC,

WITNESS


Name: Erin Entekin


Name: Holly Valdez

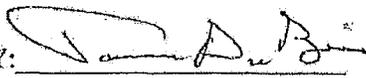
By: 
Title: CEO

The foregoing Resolution was offered by Commissioner Rapoza, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMISSIONER ERIN FLAHERTY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER MICHAEL O'ROURKE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMISSIONER KATHLEEN RAPOZA	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Town Commission thereupon declared the foregoing Resolution NO. 08-03-15 duly passed and adopted this 4 day of March, 2015.

TOWN OF LAKE PARK, FLORIDA

BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

Exhibit A

PARENT TRACT (PER SHORT LEGAL DESCRIPTION, PALM BEACH COUNTY
PROPERTY APPRAISERS)

21-42-43, PT OF GOV LT 4 EOF LAKE SHORE DR & W OF TOWN BULK HEAD LINE
LYG BETWEEN ELY EXTENSION OF N LINE OF LT 17 BLK 115 KELSEY CITY &
ELY EXTENSION OF N LINE OF SILVER BEACH RD & TR OF SOVEREIGNTY LAND
IN TIIF DEED NO 22899 & NO 24018

PROPOSED 12.5'X16' T-MOBILE LEASE AREA (AS REQUESTED BY CLIENT)

A PARCEL OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27,
PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK
TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE &
CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE
S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT
AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A
DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE
OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS
LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET; THENCE
S04°50'27"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUE S04°50'27"E, A DISTANCE OF 16.00 FEET; THENCE S85°09'33"W, A
DISTANCE OF 12.50 FEET; THENCE N04°50'27"W, A DISTANCE OF 16.00 FEET;
THENCE N85°09'33"E, A DISTANCE OF 12.50 FEET TO THE POINT OF
BEGINNING.

SAID PROPOSED 12.5'X16' T-MOBILE LEASE AREA CONTAINING 200 SQUARE
FEET.

PROPOSED 25'X30' RG TOWERS, LLC LEASE AREA (AS REQUESTED BY CLIENT)

A PARCEL OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27,
PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK
TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE &
CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE
S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT
AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A
DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE
OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS
LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET TO THE POINT OF
BEGINNING; THENCE S04°50'27"E, A DISTANCE OF 30.00 FEET; THENCE
S85°09'33"W, A DISTANCE OF 25.00 FEET; THENCE N04°50'27"W, A DISTANCE OF

Exhibit A

30.00 FEET; THENCE N85°09'33"E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.
SAID PROPOSED 25'X30' RG TOWERS, LLC LEASE AREA CONTAINING 750 SQUARE FEET.

PROPOSED 12' WIDE NON-EXCLUSIVE T-MOBILE ACCESS EASEMENT (AS REQUESTED BY CLIENT)

A STRIP OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE & CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET; THENCE S04°50'27"E, A DISTANCE OF 30.00 FEET; THENCE S85°09'33"W, A DISTANCE OF 25.00 FEET; THENCE N04°50'27"W, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N04°50'27"W, A DISTANCE OF 2.02 FEET; THENCE S85°09'33"W, A DISTANCE OF 27.99 FEET; THENCE N05°17'04"W, A DISTANCE OF 220.87 FEET; THENCE S85°35'16"W, A DISTANCE OF 176.07 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE (A 60' RIGHT-OF-WAY BY PLAT); THENCE N05°11'15"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 12.00 FEET; THENCE N85°35'16"E, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE 188.05 FEET; THENCE S05°17'04"E, A DISTANCE OF 220.78 FEET; THENCE N85°09'33"E, A DISTANCE OF 28.08 FEET; THENCE S04°50'27"E, A DISTANCE OF 14.02 FEET; THENCE S85°09'33"W, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.
SAID PROPOSED 12' WIDE NON-EXCLUSIVE T-MOBILE ACCESS EASEMENT CONTAINING 5,267 SQUARE FEET, MORE OR LESS.

PROPOSED 5' WIDE NON-EXCLUSIVE T-MOBILE UTILITY EASEMENT (AS REQUESTED BY CLIENT)

A STRIP OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE & CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A

Exhibit A

DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET; THENCE S04°50'27"E, A DISTANCE OF 30.00 FEET; THENCE S85°09'33"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE S27°11'58"W, A DISTANCE OF 83.42 FEET; THENCE S03°45'02"E, A DISTANCE OF 96.13 FEET; THENCE S84°21'43"W, A DISTANCE OF 5.00 FEET; THENCE N03°45'02"W, A DISTANCE OF 97.68 FEET; THENCE N27°11'58"E, A DISTANCE OF 92.80 FEET; THENCE S04°50'27"E, A DISTANCE OF 9.42 FEET TO THE POINT OF BEGINNING. SAID PROPOSED 5' WIDE NON-EXCLUSIVE T-MOBILE UTILITY EASEMENT CONTAINING 925 SQUARE FEET, MORE OR LESS.

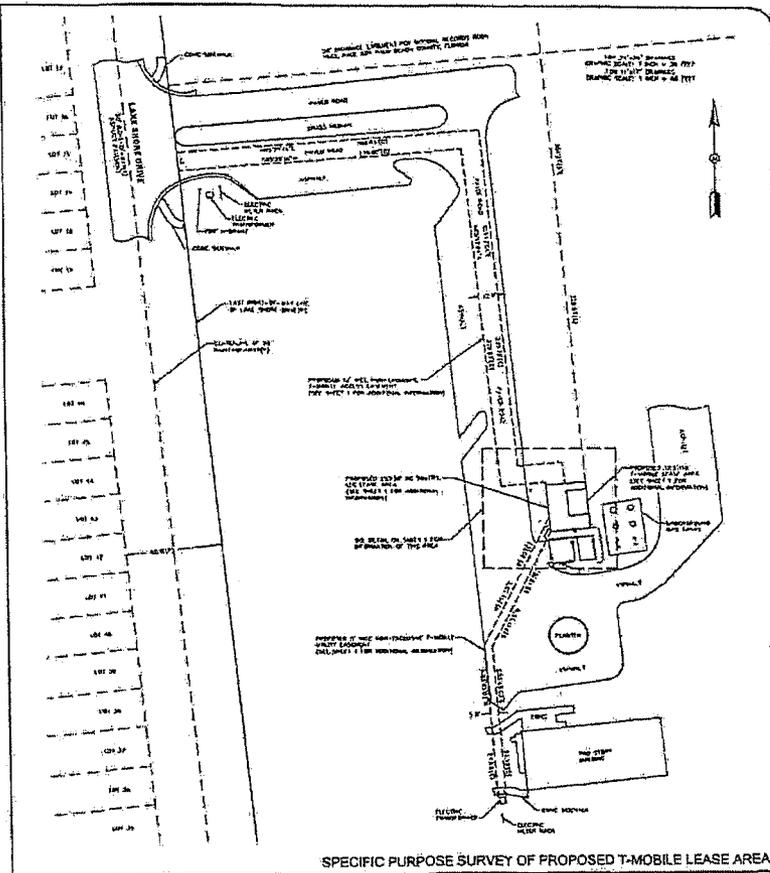
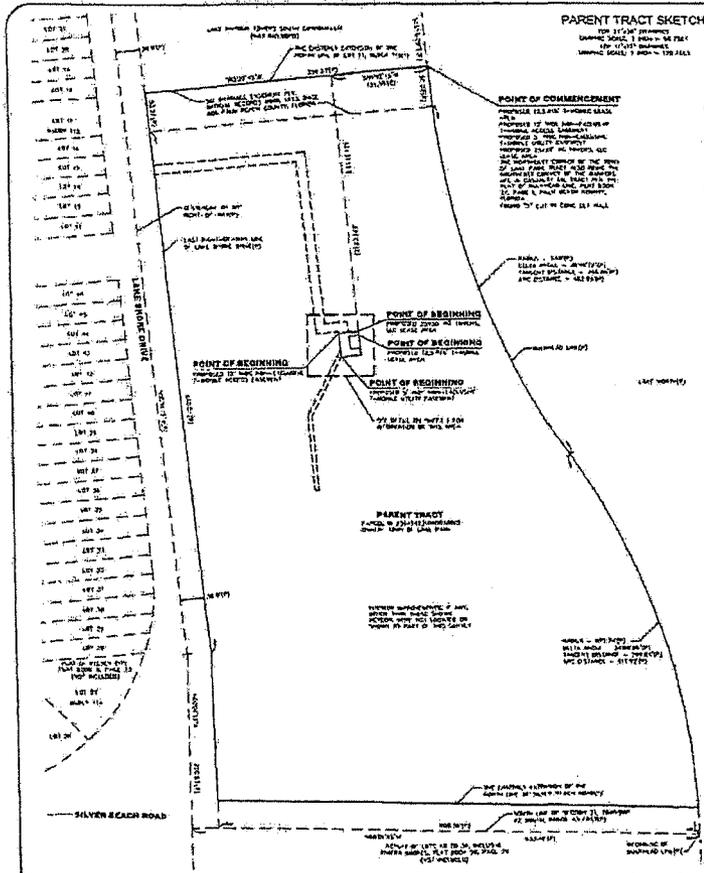


Exhibit B

CALTRIP
 12057 WILCOX PARKWAY
 TAMPA, FLORIDA 33607
 (813) 214-2880
 FLORIDA LICENSED BUSINESS #901

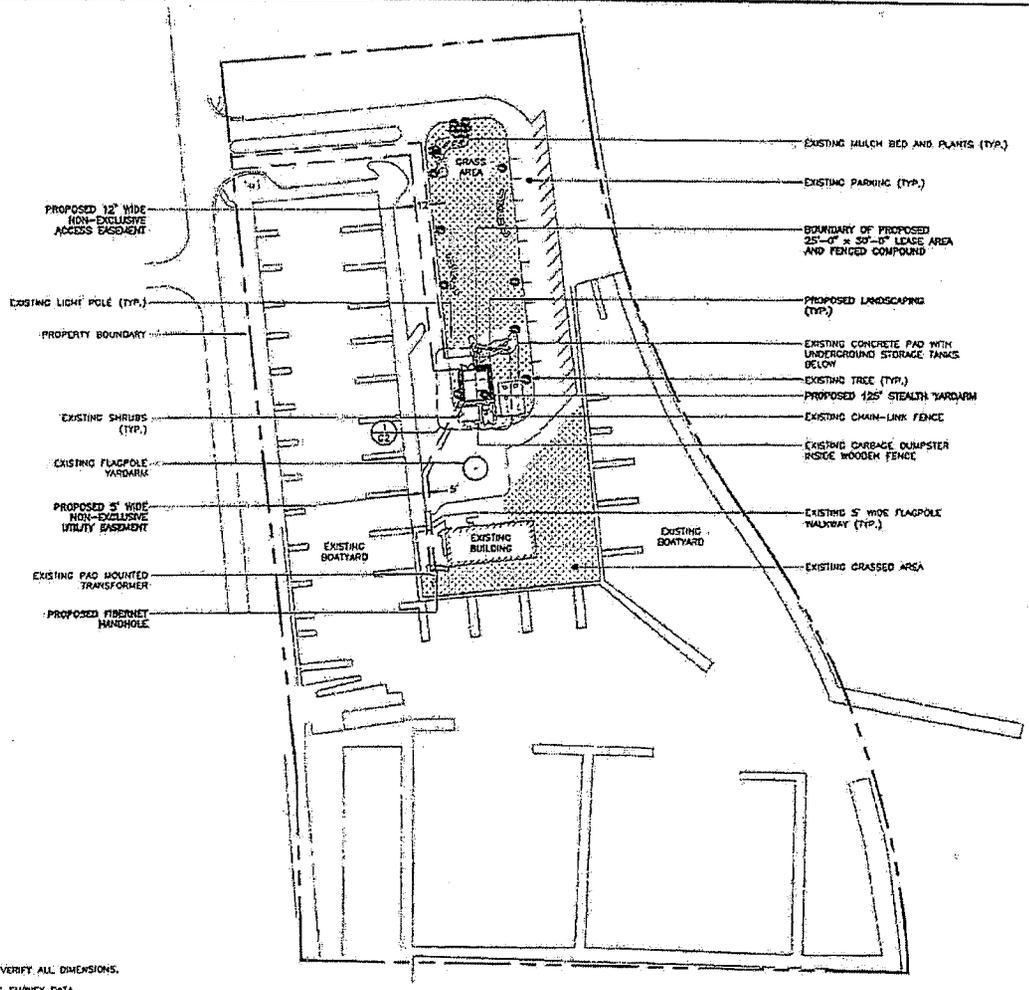
REVISION	DATE	DESCRIPTION

PREPARED FOR:
T-Mobile
 stick together
 1200 CONCORD TERRACE SUITE 200
 SUNRISE, FL 33323

THIS SURVEY IS NOT VALID OR COMPLETE WITHOUT SHEETS 1 & 2 BEING BOUND TOGETHER. SEE SHEET ONE FOR SURVEYORS SIGNATURE AND SEAL, SURVEYORS NOTES, DESCRIPTIONS, DETAIL OF LEASE COMPOUND AREA, LINE TABLE, LEGEND, AND VICINITY MAP.

DRAWING INFORMATION:	
FIELD DATE:	07-24-2014
DRAWN DATE:	12-18-2014
CHECK DATE:	02-11-2014
SEC-TYP-REC:	24-425-432

SITE INFORMATION:	
LAKE PARK MARINA	
WP12793	
100 LAKE SHIPING DRIVE	
LAKE PARK, FL 33409	
PROJECT NUMBER:	140758.02
SURVEY:	SHEET 2 OF 2



PROPOSED 12' WIDE
NON-EXCLUSIVE
ACCESS EASEMENT

EXISTING LIGHT POLE (TYP.)

PROPERTY BOUNDARY

EXISTING SHRUBS
(TYP.)

EXISTING FLAGPOLE
YARDARM

PROPOSED 5' WIDE
NON-EXCLUSIVE
UTILITY EASEMENT

EXISTING PAD MOUNTED
TRANSFORMER

PROPOSED FIBERNET
HANDHOLE

EXISTING
DRAINAGE
AREA

EXISTING MULCH BED AND PLANTS (TYP.)

EXISTING PARKING (TYP.)

BOUNDARY OF PROPOSED
25'-0" x 50'-0" LEASE AREA
AND FENCED COMPOUND

PROPOSED LANDSCAPING
(TYP.)

EXISTING CONCRETE PAD WITH
UNDERGROUND STORAGE TANKS
BELOW

EXISTING TREE (TYP.)

PROPOSED 125' STEALTH YARDARM

EXISTING CHAIN-LINK FENCE

EXISTING CORRUGATED DUMPSTER
RISCUE WOODEN FENCE

EXISTING 5' WIDE FLAGPOLE
WALKWAY (TYP.)

EXISTING GRASSED AREA

EXISTING
BOATYARD

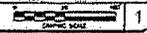
EXISTING
BUILDING

EXISTING
BOATYARD

NOTES

1. SITE PLAN IS A DIAGRAMATIC REPRESENTATION ONLY; VERIFY ALL DIMENSIONS.
2. VERIFY ALL PROPERTY LINE INFORMATION WITH EXISTING SURVEY DATA.

SITE PLAN



REV	DATE	DESCRIPTION
A	12/18/16	PRELIMINARY
B	11/11/15	FOR PERM

PROJECT NO.: 14-1004-D1
DRAWN BY: F. PARKARD
CHECKED BY: M. ADGET

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CALTRON Telecom
345 LAKE SHORE DRIVE
SUITE 200
LAKE PARK, FL 33403
STATE OF FLORIDA LICENSE # 22114

RG TOWERS, LLC
2941 ALTERNATE AVE SOUTH
SUITE 100
LAKE PARK, FL 33403

STATE OF FLORIDA
PROFESSIONAL ENGINEER
MICHAEL T. SENSE
No. 00312
DATE OF EXPIRATION: 8/31/13

LAKE PARK MARINA
SFL13
100 LAKE SHORE DRIVE
LAKE PARK, FL 33403

SHEET NAME
SITE PLAN

SHEET NUMBER
C1

Exhibit B

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

RG TOWERS, LLC,

Petitioner,

vs.

TOWN OF LAKE PARK,

Respondent.

Case No. _____

APPENDIX TO RG TOWER'S
PETITION FOR WRIT OF CERTIORARI

EXHIBIT E



RG Towers, LLC

2/10/15

Town of Lake Park
535 Park Ave
Lake Park FL 33403

RE: RG Towers Zoning Application

Dear Nadia,

Enclosed please find the following documents to compete our application for zoning for the development of a new stealth communication tower at the parcel located at Lake Park Marina, parcel id 36-43-42-21-00-004-0010:

- Application for Site Plan Review or Amendment
- Consent Form to be signed by the Town of Lake Park
- Reimbursement Letter to be signed by property owner
- GIS Map depicting 300' perimeter for notification
- List of residents within 300' notification perimeter
- Two sets of mailing labels for 300' notification perimeter
- Comparative Analysis of existing towers within a two mile radius
- FAA list of existing towers
- RF Propagation Maps
- Two copies Structural calcs and drawings for base pole
- Two copies Structural calcs and drawings for top section
- Four 24 x 36 Construction Drawings
- Four 11 x 17 Construction Drawings

Please let us know if you need anything else

Thanks so much!

Holly Valdez
VP Operations
RG Towers, LLC
772-353-7401



TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR SITE PLAN REVIEW OR AMENDMENT

For Planned Unit Development (PUD) applications, please refer to Section 78-77 of the Town Code of Ordinances for additional requirements

Project Name: RGT Lake Park
Project Address: 105 Lake Shore Drive
Property Owner: Town of Lake Park

APPLICANT INFORMATION:

Applicant Name: RG Towers LLC
Applicant Address: 2141 Alt A1As Ste 440 Jupiter FL 33477
Phone: 561-748-0302 Fax: 561-748-0303 E-Mail: hvaldez@rgpartners.com

SITE INFORMATION:

General Location: Lake Park Marina
Address: 105 Lake Shore Dr.
Zoning District: P-Public Future Land Use: _____ Acreage: _____
Property Control Number (PCN): 36-43-42-21-00-004-0010

ADJACENT PROPERTY:

DIRECTION	ZONING	BUSINESS NAME	USE
North	RIAA	Lake Harbour Towers	0400-Condo
East	NA	Water	NA
South	RS5	Various Owners	0100 Single Family
West	R2A	Harbour View Condo	0400-Condo

JUSTIFICATION:

Information concerning all requests (attach additional sheets if needed)

1. Please explain the nature of the request:

RG Towers requests approval for 125' Stealth tower to meet growing demand of indoor, outdoor & in car coverage.

2. What will be the impact of the proposed change to the surrounding area?

A stealth yardarm type tower will blend nicely with the surrounding area

3. How does the proposed Project comply with the Town of Lake Park's zoning requirements?

No variances are requested.

LEGAL DESCRIPTION:

The subject property is located approximately 12 mile(s) from the intersection of Lake Shore Dr & Cypress, on the north, ✓ east, south, west side of the Lake Shore Dr (street/road).

Legal Description:

21-42-43- PT of GOV LT 4 E OF LAKE SHORE DR & W OF TOWN BULK HEAD LINE LYG BETWEEN ELY EXTENSION OF N LINE OF LT 17

I hereby certify that I am the owner(s) of record of the above described property or that I/we have written permission from the owner(s) of record to request this action.

OWNER/APPLICANT Signature

Date



PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

I, _____, have read and understand the regulations above regarding cost recovery.

Property Owner Signature

Date

Sec. 74-63. - Applicability.

(a)

Permitted uses. Permitted uses shall include:

(1)

Telecommunications facilities located on property owned, leased, or otherwise controlled by the town provided that a license or lease authorizing a telecommunications facility has been approved by the town commission and that the requirements for indemnification and insurance of section 74-70 have been met.



Sec. 74-70. - Indemnification and insurance.

(a)

Indemnification. The town shall not enter into any lease agreement until and unless the town obtains an adequate indemnity from the tower operator. The indemnity must at least:

(1)

Release the town from and against any and all liability and responsibility in or arising out of the construction, operation or repair of the telecommunications facility. Each telecommunications facility operator must further agree not to sue or seek money or damages from the town in connection with the above mentioned matters;

(2)

Indemnify and hold harmless the town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the town or any third party arising out of, or by reason of, or resulting from telecommunications facility operator, or provider or its agents, employees, or servants' negligent acts, errors or omissions.

(3)

Provide that the covenants and representations relating to the indemnification provision shall survive the term of any agreement and continue in full force and effect as to the party's responsibility to indemnify.

(b)

Insurance. The town shall not enter into any lease agreement until and unless the town obtains assurance that such operator (and those acting on its behalf) have adequate insurance. At a minimum, the following requirements must be satisfied:

(1)

Telecommunications facility operator shall not commence construction or operation of the facility without obtaining all insurance required under this section and approval of such insurance by the finance director of the town, nor shall a telecommunications facility operator allow any contractor or subcontractor to commence work on its contract or subcontract until all similar such insurance required of the same has been obtained and approved. The required insurance must be obtained and maintained for the entire period that the telecommunications facility is in existence. If the operator, its contractors or subcontractors do not have the required insurance, the town may order such entities to stop operations until the insurance is obtained and approved.

(2)

Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the finance director of the town. For entities that are entering the market, the certificates shall be filed prior to the commencement of construction and once a year thereafter, and as provided below in the event of a lapse in coverage.

(3)

These certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least 30 days prior written notice has been given to the town. Policies shall be issued by companies authorized to do business under the laws of the state.

(4)

In the event that the insurance certificate indicates that the insurance shall terminate or lapse during the term of existence of the tower, then, in that event, the telecommunications facility operator shall furnish, at least 30 days prior to the expiration of such insurance, a renewed certificate of insurance evidencing equal and like coverage for the balance of the period.

(c)

Comprehensive general liability. A telecommunications facility operator, and its contractors or subcontractors engaged in work on the operator's behalf, shall maintain minimum insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, and certain contracts. Coverage shall be written on an occurrence basis and shall be included, as applicable, in the lease agreement between the town and the telecommunications facility operator.

Sec. 74-64. - Application and review process.

(a)

Preapplication conference. Any applicant for an antenna or tower siting permit may request a preapplication conference with the town. Such request shall be submitted with a nonrefundable fee of \$250.00 to reimburse the town for the cost and fees incurred by the conference.

(b)

Review of applications for permitted uses. Any application for a new antenna or tower shall be accompanied by a nonrefundable fee of \$1,500.00 (*per resolution 42-11-11, an additional escrow amount of \$1,000 will also be required for the engineer's review and required public hearing notifications; if these costs exceed \$1,000, applicant will be notified and additional monies will be required*) to cover the administrative costs of the review and be subject to the following:

(1)

Applications for new towers.

a.

Applications for a new tower siting permit must include a site plan and information which satisfies the requirements of this article. The town shall act on any application within a reasonable period of time after the request is duly filed with the town taking into account the nature and scope of such request. However, if the town does not accept the application as provided as complete and accurate, or if the town deems it necessary to make a reasonable request for additional information, the time in which an application is processed pursuant to this article shall be tolled pending the receipt of the requested information and evaluation thereof.

b.

All applications for a new tower shall require approval by the town commission, at a public hearing to be held within 45 days after receipt of a completed tower siting application, following a recommendation for approval by the planning and zoning board. All applications for new tower siting shall require review and recommendation for approval by the planning and zoning board and approval of the town commission.

(...)

Sec. 74-65. - General requirements.

The following general requirements shall apply to all new telecommunications facilities, whether a permitted use or a special exception use:

(1)

Information required.

a.

A scaled site plan clearly indicating the location, type and height of the proposed telecommunications facility, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities), comprehensive plan future land use designation of the site and all properties within the applicable separation distances set forth in subsection (9) of this section, adjacent roadways, proposed means of access, setbacks from property lines set forth in subsection (8) of this section, elevation drawings of the proposed telecommunications facility, topography, parking, and other information deemed by the community development director to be necessary to assess compliance with this article.

b.

The setback distance between the proposed telecommunications facility and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.

c.

The separation distance from other telecommunication facilities described in the inventory of existing sites submitted pursuant to subsection (3) of this section shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing telecommunication facilities and the operator of the existing tower, if known.

d.

A landscape plan which meets the requirements of chapter 78, article VIII of this Code, regarding landscaping and vegetation protection.

e.

Method of providing security enclosure and finished color and the method of providing stealth design and illumination.

f.

A description of compliance with all applicable federal, state or local laws including all provisions within the zoning ordinance set forth in chapter 78

g.

A notarized statement by the applicant's engineer that the telecommunications facility will accommodate the collocation of additional antennae for future users.

h.

Identification of the entities providing the backhaul network for the telecommunications facility described in the application and other telecommunication facilities owned or operated by the applicant in the town.

i.

A description of the suitability of the use of existing towers, buildings and other structures to provide the services to be provided through the use of the proposed new tower in order to avoid the siting of new towers or structures. This description shall address the requirements of subsection (4) of this section.

j.

A description of the feasible alternative location of the proposed tower or antenna within the town based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower or antenna is erected.

(2) *Inventory of town-owned property.* The town shall prepare and provide an inventory of town-owned property to applicants for telecommunications facilities. *(can be provided as needed upon request)*

(3)

Inventory of existing sites. Each applicant for an antenna and/or tower shall provide to the community development director an inventory of its existing towers, antennae, or sites approved for towers or antennae, that are either within the jurisdiction of the town or within one mile of the border thereof, including specific information about the location, height, and design of each tower.

(4)

Availability of suitable existing towers, other structures, or alternative technology. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the town commission that no reasonable alternative technology exists that can accommodate the applicant's proposed antenna. An applicant shall submit information related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:

a.

An affidavit demonstrating that the applicant made diligent efforts for permission to install or collocate the applicant's telecommunication facilities on towers or usable antenna support structures located within a one-mile radius of the proposed tower site.

b.

Affidavit demonstrating that the applicant made diligent efforts to install or collocate the applicant's telecommunication facilities on towers or usable antenna support structures owned by other persons located within a one-mile radius of the proposed tower site.

c.

An affidavit demonstrating that existing towers or structures located within the geographic search area as determined by a state licensed professional engineer do not have the capacity to provide reasonable technical service consistent with the applicant's technical system, including but not limited to, applicable FCC requirements.

d.

Written technical evidence from a state licensed professional engineer that existing towers or structures are not of sufficient height to meet applicable FCC requirements.

e.

Written technical evidence from a radio frequency engineer that existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.

f.

Written technical evidence from a certified radio frequency engineer that the applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures and that the antennae on the existing towers or structures cannot be relocated on the structure to accommodate additional users, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna and that the antenna on the existing towers or structures cannot be relocated to accommodate additional users, or that the applicant's proposed antenna would otherwise interfere with public safety communications or the usual and customary transmission or reception of radio, television, or other communications service enjoyed by adjacent residential and nonresidential properties.

g.

The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

(...)

(6) *Aesthetics*. Towers and antennae shall meet the following requirements:

- a.
To minimize adverse visual impacts associated with unnecessary proliferation of antenna towers, the location of antennae on existing structures shall take precedent over the construction of new antenna towers.
- b.
If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be, to the maximum extent possible, of stealth design.
- c.
To minimize adverse visual impacts, the antenna has been selected based upon the following priority: 1. Stealth; 2. Panel; 3. Whip; and 4. Dish. If the first priority is not selected, the applicant shall demonstrate in a manner acceptable to the town, why each higher priority cannot be used for a particular application.
- d.
Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a color so as to reduce visual obtrusiveness.
- e.
At a tower or antenna site, the design of the telecommunications facility shall, to the maximum extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings. The proposed telecommunications facility design shall be included in the application and shall be required to be recommended for approval by the planning and zoning board to the town commission for its approval.
- f.
The facilities must comply with all applicable landscaping requirements of this Code. The town may require landscaping in excess of those requirements in order to enhance compatibility with adjacent uses or zoning districts.
- g.
For collocated facilities, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure to minimize the visual impact and enhance compatibility with surrounding development.

(7)

Height.

a.

Applications to install antennae on any preexisting commercial, industrial, professional, or institutional structure, including utility or light pole, must certify that the antennae do not extend more than 20 percent above the original height of the structure.

b.

Towers shall not be constructed to any height in excess of those provided below:

1.

For a single user, up to 90 feet in height;

2.

For two users, up to 120 feet in height;

3.

For three or more users, up to 150 feet in height.

(8)

Setback distances. The following setback requirements shall apply to all telecommunications facilities:

a.

Towers and accessory buildings must be set back a distance equal to at least 110 percent of the height of the tower from any adjoining property lot line.

b.

Accessory buildings must satisfy the minimum zoning district setback requirements.

(9)

Separation. All towers shall be separated by a distance of one-half of one mile. A new tower shall not be permitted in a location within one-half of one-mile distance of an existing tower.

(10)

Measurement. Measurement of tower setbacks and separation distances shall be calculated and applied in relation to all adjacent facilities whether located inside or outside the boundaries of the town.

(11)

Security fencing. Telecommunications facilities shall be enclosed by security fencing not less than six feet in height and towers shall be equipped with antilimbing devices or apparatuses.

(12)

Lighting. Towers/antennae shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.

(13)

Prohibition of antennae mounted on utility poles or light poles. Antennae shall be prohibited on utility poles, telephone poles or light poles. Cable microcell network transmitters/receivers shall be exempt from this prohibition.

(14)

State or federal requirements. All towers/antennae must meet or exceed current standards and regulations of the FAA, the FCC (including emissions standards), and any other agency of the state or federal government with the authority to regulate towers and antennae. If such standards and regulations are changed and the promulgating authority requires retroactive application of such standards, then the operators of the towers and antennae governed by this article shall bring such towers and antennae into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennae into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

(15)

Building codes; safety standards. Prior to the issuance of a building permit to construct an antenna or tower, the owner/applicant shall provide the town with all applicable licenses and certifications from federal, state and county agencies. To ensure the structural integrity of towers, the operator of a tower shall ensure that it is maintained in compliance with standards contained in applicable federal, state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the town engineer or the town engineer's designee concludes that a tower fails to comply with such codes and standards, then upon notice being provided to the operator of the tower, the operator shall have 30 days to bring the tower into compliance with such standards. Failure to bring a tower into compliance within 30 days shall constitute grounds for the removal of the tower at the operator's expense.

(16)

Not essential services. Towers and antennae shall be regulated and permitted pursuant to this article and shall not be regulated or permitted as an essential service, public utility or private utility.

(17)

Franchises. Owners and/or operators of towers or antennae shall certify that all franchises required by law for the construction and/or operation of a wireless communication system in the town have been obtained and shall file a copy of all required franchises with the community development director.

(18)

Signs. No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, but excluding warning signs, shall be allowed on any part of an antenna or tower. Any signs placed in violation of this section shall be removed immediately at the operator's expense. Notwithstanding any contrary provisions of the town's zoning code, the following warning signs shall be utilized in connection with the tower or antenna site, as applicable:

a.

If high voltage is necessary for the operation of the tower or any accessory structures, "HIGH VOLTAGE DANGER" warning signs shall be permanently attached to the fence or wall surrounding the structure and spaced no more than 40 feet apart; "NO TRESPASSING" warning signs shall be permanently attached to the fence or wall surrounding the structure and spaced no more than 40 feet apart;

b.

The height of the lettering of the warning signs shall be at least 12 inches and the signs shall be installed at least five feet above the finished grade;

c.

The warning signs may be attached to freestanding poles if the content of the sign may be obstructed by landscaping.

(19)

Multiple antenna/tower plan. So as to lessen proliferation, the town encourages tower applicants to submit a single application for approval of multiple providers on a single site. Applications for approval of multiple providers on a single site shall be given priority in the review process.

(20)

Inspections; reports; fees.

a.

Telecommunications facilities operators shall submit a report to the town certifying structural and electrical integrity. The reports shall be due to the town every two years on the anniversary date of the issuance by the town of the approval for siting of the facility. The report shall be accompanied by a nonrefundable fee of \$200.00 to reimburse the town for the cost to review the report.

b.

The town may conduct periodic inspection of telecommunications facilities, at the operator's expense, to ensure structural and electrical integrity and compliance with the provisions of this article. There shall be a maximum of one inspection per year unless there is an emergency, extraordinary conditions or other reason to believe that the structural and electrical integrity of the facility is jeopardized.

(...)

Sec. 74-71. - Security fund.

(a)

Every telecommunications service provider, whether on public or private property, shall establish a cash security fund, or provide the town with an irrevocable letter of credit in the same amount, to secure the payment of removing an antenna or tower that has been determined to be abandoned, pursuant to section 74-69 and to provide the town a fund from which to deduct fines and penalties for noncompliance with this Code or other applicable laws. The amount to be provided for each tower shall be \$25,000.00; the amount for each antenna array shall be \$5,000.00.

(b)

In the alternative, in the town's sole discretion, an operator may, in lieu of a cash security fund or letter of credit, file and maintain with the town a corporate guarantee with an acceptable surety in the amount of \$25,000.00 for each tower and \$5,000.00 for each antenna array.



Gary R. Nikolits, CFA
Property Appraiser
 Palm Beach County

[PAPA Search](#)

[PAPA Home](#)

Search

Tools

Select parcels:

Select Parcels on the map

Select Parcels in Map Extent

Select Parcels by Area

Clear Selected Parcels

Please select buffer below. Limit: 1 mile, or 5,280 ft.

1/2 mile

1 mile, or value (ft.):

Select Parcels Using Buffer

Select Parcels with buffer:

Multiple distances can be entered (300,500)
 Max. Buffer: 1000 feet:

Run a report on selected parcels:

You can check more than one report at a time.

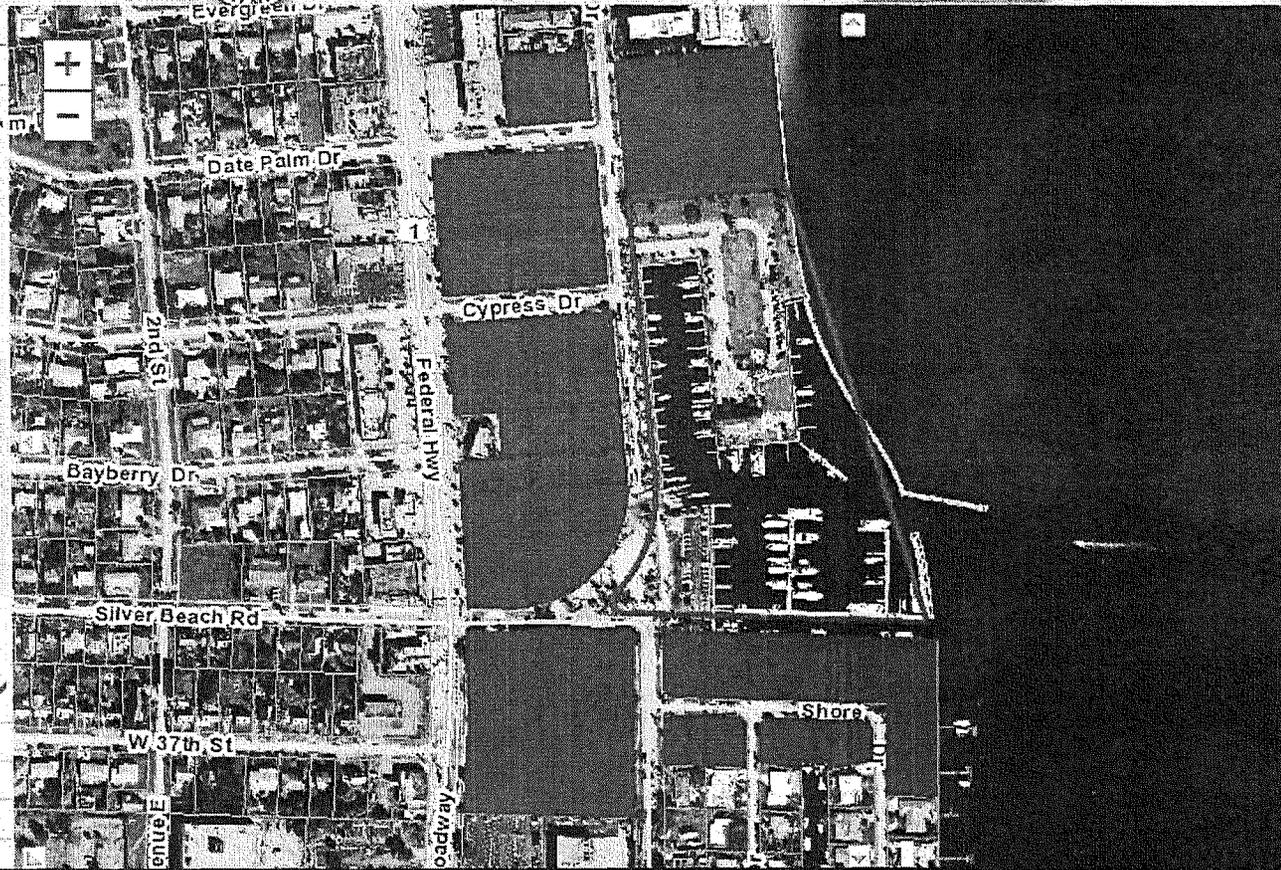
Assessor's Parcel Map

Layers

Print

Messages

Instructional Videos



PARID	OWNER NAME	MAILING LINE1	MAILING LINE2	CITYSTATEZIP	SITUS ADDRESS	BUFFERDISTANCE
36434221000040010	LAKE PARK TOWN OF	535 PARK AVE		WEST PALM BEACH FL 33403 2603	103 LAKE SHORE DR	
3643422001140010	LEASING OF SOUTH FLORIDA INC	211 US HWY ONE		LAKE PARK FL 33403 3551	211 FEDERAL HWY	300
3643422001140130	LEASING OF SOUTH FLORIDA INC	211 US HIGHWAY ONE		LAKE PARK FL 33403 3551	131 FEDERAL HWY	300
3643422001140160	LAKE PARK TOWN OF	535 PARK AVE		LAKE PARK FL 33403 2603	115 FEDERAL HWY	300
3643422001140250	LAKE PARK TOWN OF	535 PARK AVE		WEST PALM BEACH FL 33403 2603	102 LAKE SHORE DR	300
3643422001140260	LAKE PARK TOWN OF	535 PARK AVE		WEST PALM BEACH FL 33403 2603	15 LAKE SHORE DR	300
3643422001140281	LAKE PARK TOWN OF	535 PARK AVE		WEST PALM BEACH FL 33403 2603	LAKE SHORE DR	300
3643422001140321	DYER MARY V	126 LAKE SHORE DR		LAKE PARK FL 33403 3532	126 LAKE SHORE DR	300
3643422001140351	LEASING OF SOUTH FLORIDA INC	211 US HIGHWAY 1		LAKE PARK FL 33403 3551	138 LAKE SHORE DR	300
3643422001140352	LEASING OF SOUTH FLORIDA INC	211 US HIGHWAY 1		LAKE PARK FL 33403 3551	133 FEDERAL HWY	300
3643422001150010	CMBB INC	333 FEDERAL HWY		LAKE PARK FL 33403 3553	333 FEDERAL HWY	300
3643422001150061	LAKE PARK TOWN OF	535 PARK AVE		WEST PALM BEACH FL 33403 2603	US HIGHWAY 1	300
3643422001150062	LAKE PARK TOWN OF LESSOR	535 PARK AVE		LAKE PARK FL 33403 2603	US HIGHWAY 1	300
3643422001150070	WILLIAM J ROBERTS LLC	34 BYRON RD		NATICK MA 01760 1412	301 FEDERAL HWY	300
3643422001150181	LAKE SHORE GARDENS INC	14868 PADDOCK DR		WELLINGTON FL 33414 1094	310 LAKE SHORE DR 11	300
3643422001160121	GUIDAS VILLA MARINA INC	3081 CLEVELAND AVE NW		WASHINGTON DC 20008 3532	402 LAKE SHORE DR 101	300
36434221140001010	MORITZ MARC	301 LAKE SHORE DR APT 101		LAKE PARK FL 33403 3504	301 LAKE SHORE DR 101	300
36434221140001020	OLSEN WAYNE E &	1198 S LAKE ST UNIT 304		WHITEHALL MI 49461 1777	301 LAKE SHORE DR 102	300
36434221140001030	SELTZER JANE J &	179 LEE HALL ST		SCOTTSBORO AL 35769 6231	301 LAKE SHORE DR 103	300
36434221140001040	KIRKENDALL HEATHER R	301 LAKE SHORE DR APT 104		LAKE PARK FL 33403 3504	301 LAKE SHORE DR 104	300
36434221140001050	THOMAS JOSHUA D	18001 S FEDERAL HWY		TEQUESTA FL 33469 1743	301 LAKE SHORE DR 105	300
36434221140001060	IAGROSSI JOSEPH J TR &	7019 PINE TREE LN		WEST PALM BEACH FL 33406 6812	301 LAKE SHORE DR 106	300
36434221140001070	CRAFT DONALD R TR &	300 VALLEY ST # 605		LAFAYETTE IN 47905 1154	301 LAKE SHORE DR 107	300
36434221140002010	RANDALL GRADY S &	301 LAKE SHORE DR APT 201		LAKE PARK FL 33403 3504	301 LAKE SHORE DR 201	300
36434221140002020	SPEARS HANNELORE M	301 LAKE SHORE DR # 202		LAKE PARK FL 33403 3504	301 LAKE SHORE DR 202	300

36434221140002030	BERNHARD DIANE	301 LAKESHORE DR # 203		WEST PALM BEACH FL 33403 3504	301 LAKE SHORE DR 203	300
36434221140002040	PINTO CELESTINO &	301 LAKE SHORE DR APT 204		LAKE PARK FL 33403 3504	301 LAKE SHORE DR 204	300
36434221140002050	WILLIAMS CAROL J	** CONFIDENTIAL RECORD **	**** FS SECTION 119.07 * ***		** CONFIDENTIAL RECORD **	300
36434221140002060	XIE MIN &	100 REDCLIFF AVE	NEPEAN ON	K2J 5J7 CANADA	301 LAKE SHORE DR 206	300
36434221140002070	EFTEKHARI HOURVASH HOORI	301 LAKE SHORE DR # 207		LAKE PARK FL 33403 3505	301 LAKE SHORE DR 207	300
36434221140002080	GOLDEN HARVEY M &	301 LAKE SHORE DR APT 208		LAKE PARK FL 33403 3505	301 LAKE SHORE DR 208	300
36434221140002090	AARON ALICE W &	301 LAKE SHORE DR APT 209		WEST PALM BCH FL 33403 3505	301 LAKE SHORE DR 209	300
36434221140002100	CAPUTO MICHAEL J III	301 LAKE SHORE DR # 210		LAKE PARK FL 33403 3505	301 LAKE SHORE DR 210	300
36434221140002110	QUINTERO JORGE	301 LAKE SHORE DR # 211		WEST PALM BEACH FL 33403 3505	301 LAKE SHORE DR 211	300
36434221140003010	JAHRSDOERFER TERESA	301 LAKE SHORE DR		LAKE PARK FL 33403 3575	301 LAKE SHORE DR 301	300
36434221140003020	FRIIS SANDRA &	301 LAKE SHORE DR # 302		LAKE PARK FL 33403 3505	301 LAKE SHORE DR 302	300
36434221140003030	GAY ANTHONY W	301 LAKE SHORE DR # 303		LAKE PARK FL 33403 3506	301 LAKE SHORE DR 303	300
36434221140003040	CHRISTIANA TRUST TR	3191 MAGUIRE BLVD STE 257		ORLANDO FL 32803 3723	301 LAKE SHORE DR 304	300
36434221140003050	DEFRANCESCO GINA M	301 LAKE SHORE DR APT 305		LAKE PARK FL 33403 3506	301 LAKE SHORE DR 305	300
36434221140003060	TYREE JACQUELINE L	301 LAKE SHORE DR # 306		LAKE PARK FL 33403 3506	301 LAKE SHORE DR 306	300
36434221140003070	YEZZI ELSIE M	301 LAKE SHORE DR # 307		LAKE PARK FL 33403 3506	301 LAKE SHORE DR 307	300
36434221140003080	SOCOLOSKY ROBERT W &	301 LAKESHORE DR # 308		LAKE PARK FL 33403 3506	301 LAKE SHORE DR 308	300
36434221140003090	JORDAN SANDRA M	301 LAKE SHORE DR APT 309		LAKE PARK FL 33403 3565	301 LAKE SHORE DR 309	300
36434221140003100	BODDEN MARIANNE NAWROCKI	106 BOWSPRIT DR APT 19C		NORTH PALM BEACH FL 33408 5051	301 LAKE SHORE DR 310	300
36434221140003110	KATREN ALBERT J	301 LAKE SHORE DR # 311		WEST PALM BEACH FL 33403 3565	301 LAKE SHORE DR 311	300
36434221140004010	MEHMEDAGIC HAMID &	1 SHADY LN		KENDALL PARK NJ 08824 1454	301 LAKE SHORE DR 401	300
36434221140004020	REITZ WILLIAM L &	301 LAKE SHORE DR APT 402		LAKE PARK FL 33403 3565	301 LAKE SHORE DR 402	300
36434221140004030	WOJTOWICZ JOYCE H	301 LAKE SHORE DR APT 403		LAKE PARK FL 33403 3565	301 LAKE SHORE DR 403	300
36434221140004040	STEIN DONNA L	301 LAKE SHORE DR # 404		WEST PALM BEACH FL 33403 3565	301 LAKE SHORE DR 404	300
36434221140004050	SARKOZY JULIE K	301 LAKE SHORE DR # 405		WEST PALM BEACH FL 33403 3565	301 LAKE SHORE DR 405	300
36434221140004060	ALSTER ROBERT J &	301 LAKE SHORE DR APT 406		LAKE PARK FL 33403 3565	301 LAKE SHORE DR 406	300
36434221140004070	MOREY JEAN M &	502 LIVE OAK LN		BOYNTON BEACH FL 33436 7108	301 LAKE SHORE DR 407	300
36434221140004080	HOUSE JOY F					300

		301 LAKESHORE DR # 408		LAKE PARK FL 33403 3565	301 LAKE SHORE DR 408	
36434221140004090	CITIMORTGAGE INC	5280 CORORATE DR		FREDERICK MD 21703	301 LAKE SHORE DR 409	300
36434221140004100	FARRELL CHRISTOPHER M	301 LAKE SHORE DR APT 410		WEST PALM BEACH FL 33403 3565	301 LAKE SHORE DR 410	300
36434221140004110	BLP HOLDINGS LLC	110 LAGRANGE WAY		JUPITER FL 33458 8243	301 LAKE SHORE DR 411	300
36434221140005010	QUINTERO JORGE	301 LAKE SHORE DR APT 501		LAKE PARK FL 33403 3566	301 LAKE SHORE DR 501	300
36434221140005020	FLOREA VIOREL V	301 LAKE SHORE DR # 502		LAKE PARK FL 33403 3566	301 LAKE SHORE DR 502	300
36434221140005030	CASAGNI MICHELLE &	19135 CYPRESS GREEN DR		LUTZ FL 33558 9758	301 LAKE SHORE DR 503	300
36434221140005040	VENABLE GERARD J &	170 LAMBIE CIR		PORTSMOUTH RI 02871 3927	301 LAKE SHORE DR 504	300
36434221140005050	SUNGA LEO &	301 LAKE SHORE DR APT 505		LAKE PARK FL 33403 3566	301 LAKE SHORE DR 505	300
36434221140005060	MARCUS DORIS	301 LAKE SHORE DR APT 506		LAKE PARK FL 33403 3566	301 LAKE SHORE DR 506	300
36434221140005070	ANDERSON DIANA U	301 LAKE SHORE DR APT 507		LAKE PARK FL 33403 3566	301 LAKE SHORE DR 507	300
36434221140005080	TALAFOUS ANNE S &	209 N MAIN ST		ENGLEWOOD OH 45322	301 LAKE SHORE DR 508	300
36434221140005090	RAY PETER R TR	12 MALL WAY		MASHPEE MA 02649 4172	301 LAKE SHORE DR 509	300
36434221140005100	RUFULO CHRISTOPHER	301 LAKE SHORE DR # 510		LAKE PARK FL 33403 3566	301 LAKE SHORE DR 510	300
36434221140005110	HUNSUCKER WENDELL L &	8554 WOODSTONE CT		INDIANAPOLIS IN 46256 4387	301 LAKE SHORE DR 511	300
36434221140006010	DE SOUZA MICHAEL	301 LAKESHORE DR # 601		WEST PALM BEACH FL 33403 3566	301 LAKE SHORE DR 601	300
36434221140006020	DIFAVA STEPHEN M &	8 RIVER ST		WILMINGTON MA 01887 2040	301 LAKE SHORE DR 602	300
36434221140006030	TAYLOR STEPHEN D	301 LAKE SHORE DR APT 603		LAKE PARK FL 33403 3501	301 LAKE SHORE DR 603	300
36434221140006040	ANTONY & SONS INC	30 LEE AVE	MARKHAM ON	L3R 0L7 CANADA	301 LAKE SHORE DR 604	300
36434221140006050	DIAZ ALAMO ANIBAL &	301 LAKE SHORE DR # 605		LAKE PARK FL 33403 3501	301 LAKE SHORE DR 605	300
36434221140006060	ALTINAS ZEKI	46 EASTWOOD RD #04-17	LAGUNA88	486356 SINGAPORE	301 LAKE SHORE DR 606	300
36434221140006070	WOLGAST ROGER A &	53029 SHERWOOD LAND		SHELBY TOWNSHIP MI 48315 2039	301 LAKE SHORE DR 607	300
36434221140006080	MOESLE JOYCE &	301 LAKE SHORE DR APT 608		LAKE PARK FL 33403 3501	301 LAKE SHORE DR 608	300
36434221140006090	FRANCIS WILLIAM B &	301 LAKE SHORE DR APT 609		LAKE PARK FL 33403 3501	301 LAKE SHORE DR 609	300
36434221140006100	RUDOLPH TIMOTHY G &	301 LAKE SHORE DR APT 610		WEST PALM BEACH FL 33403 3501	301 LAKE SHORE DR 610	300
36434221140006110	HYVONEN ANNE M	301 LAKE SHORE DR APT 611		LAKE PARK FL 33403 3501	301 LAKE SHORE DR 611	300
36434221140007010	CAMPBELL TIMOTHY J &	201 SHORE DR		RIVIERA BEACH FL 33404 2420	301 LAKE SHORE DR 701	300
36434221140007020	CLAUDEL MATTHEW A	301 LAKE SHORE DR APT 702		LAKE PARK FL 33403 3501	301 LAKE SHORE DR 702	300
36434221140007030	RUSSO PATRICIA &	301 LAKE SHORE DR # 703		LAKE PARK FL 33403 3501	301 LAKE SHORE DR 703	300
36434221140007040	DEFELICE PAUL R	3902 OLIVE AVE		SHADYSIDE OH 43947 1139	301 LAKE SHORE DR 704	300

36434221140007050	TOMAS MICHAEL S	301 LAKE SHORE DR APT 705		LAKE PARK FL 33403 3503	301 LAKE SHORE DR 705	300
36434221140007060	CLYMAN AMY R	301 LAKE SHORE DR # 706		LAKE PARK FL 33403 3503	301 LAKE SHORE DR 706	300
36434221140007070	WENDEL CLAUDIA	PO BOX 250		HOCKESSIN DE 19707 0250	301 LAKE SHORE DR 707	300
36434221140007080	MACBRIDE CARL	301 LAKE SHORE DR # 708		LAKE PARK FL 33403 3503	301 LAKE SHORE DR 708	300
36434221140007090	MICELI ANTHONY	301 LAKE SHORE DR # 709		LAKE PARK FL 33403 3503	301 LAKE SHORE DR 709	300
36434221140007100	NUNN RENA &	716 S HANOVER ST		BALTIMORE MD 21230 3805	301 LAKE SHORE DR 710	300
36434221140007110	ROBB HERBERT R &	PO BOX 35		NEW BLOOMFIELD PA 17068 0035	301 LAKE SHORE DR 711	300
36434221140008010	TANNER HELEN C	301 LAKESHORE DR # 801		LAKE PARK FL 33403 3503	301 LAKE SHORE DR 801	300
36434221140008020	HEISLER BARRY N II	301 LAKE SHORE DR # 802		LAKE PARK FL 33403 3503	301 LAKE SHORE DR 802	300
36434221140008030	WATKINS CLIFFORD F	1120 MARLYN PARK DR		CAZENOVIA NY 13035 9664	301 LAKE SHORE DR 803	300
36434221140008040	FEDERAL NATIONAL MRTG ASSN	PO BOX 650043		DALLAS TX 75265 0043	301 LAKE SHORE DR 804	300
36434221140008050	KOUCHALAKOS SAMUEL W	9 DANBURY RD		NASHUA NH 03064 1528	301 LAKE SHORE DR 805	300
36434221140008060	ZESZOTARSKI KAZIMIER &	55 C-2 SANDRA CIR		WESTFIELD NJ 07090	301 LAKE SHORE DR 806	300
36434221140008070	KOLAR JAMES R &	19938 WILKINSON LEAS RD		TEQUESTA FL 33469 2191	301 LAKE SHORE DR 807	300
36434221140008080	BARNES LANAE	301 LAKE SHORE DR APT 808		WEST PALM BEACH FL 33403 3572	301 LAKE SHORE DR 808	300
36434221140008090	MATTHYS LARRY A &	RR 4	ALLISTON ON L9R IV4	CANADA	301 LAKE SHORE DR 809	300
36434221140008100	PINDER SHERRY	115 ST DAVIDS WAY		WELLINGTON FL 33414 4726	301 LAKE SHORE DR 810	300
36434221140008110	RANDO DONNA	1009 EDISON GLEN TER		EDISON NJ 08837 2934	301 LAKE SHORE DR 811	300
36434221220000010	TANGUAY GEORGE	302 LAKE SHORE DR		WEST PALM BEACH FL 33403 3546	302 LAKE SHORE DR 1	300
36434221220000020	HALL JERRIE ANN EST	302 LAKESHORE DR APT 2		LAKE PARK FL 33403 3546	302 LAKE SHORE DR 2	300
36434221220000030	HELEN G BIBILIKOW TRUST	2318 MEDFORD RD		ANN ARBOR MI 48104 5007	302 LAKE SHORE DR 3	300
36434221220000040	RUSSELL CYNTHIA	302 LAKE SHORE DR # 4		LAKE PARK FL 33403 3546	302 LAKE SHORE DR 4	300
36434221220000050	MERNS HERBERT &	302 LAKE SHORE DR APT 5		LAKE PARK FL 33403 3546	302 LAKE SHORE DR 5	300
36434221220000060	PENNYMAC HOLDINGS LLC	12425 28TH ST N STE 200		SAINT PETERSBURG FL 33716 1826	302 LAKE SHORE DR 6	300
36434221220000070	NEUFER ROBERT B &	302 LAKESHORE DR # 7		LAKE PARK FL 33403 3546	302 LAKE SHORE DR 7	300
36434221220000080	ROBERTS CLIFFORD R &	302 LAKE SHORE DR # 8		LAKE PARK FL 33403 3546	302 LAKE SHORE DR 8	300
36434221220000090	COOK ALLAN &	302 LAKE SHORE DR # 9		LAKE PARK FL 33403 3546	302 LAKE SHORE DR 9	300
36434221220000100	GAN PETER	1405 ADDISON AVE		BOCA RATON FL 33486 6424	302 LAKE SHORE DR 10	300
36434221260000010	LEWIS MILDRED M	202 MOUNT SALUS RD		CLINTON MS 39056 5008	220 LAKE SHORE DR 1	300

3643422126000020	JABLONSKI WILLIAM & JOANNE TRUST	8536 159TH CT N		PALM BEACH GARDENS FL 33418 1815	220 LAKE SHORE DR 2	300
3643422126000030	HEADBERG BRENT A	220 LAKE SHORE DR # 3		LAKE PARK FL 33403 3580	220 LAKE SHORE DR 3	300
3643422126000040	CHENEY BRYAN P &	220 LAKE SHORE DR # 4		LAKE PARK FL 33403 3580	220 LAKE SHORE DR 4	300
3643422126000050	BARROW MATTHEW	220 LAKE SHORE DR # 5		LAKE PARK FL 33403 3580	220 LAKE SHORE DR 5	300
3643422126000060	RIGBY MATTHEW L	220 LAKE SHORE DR # 6		LAKE PARK FL 33403 3580	220 LAKE SHORE DR 6	300
3643422126000070	MEDE JOHN L	220 LAKE SHORE DR # 7		LAKE PARK FL 33403 3580	220 LAKE SHORE DR 7	300
3643422126000080	CAITO JOSEPH A &	4 SEABROOK CT		BARRINGTON RI 02806 3745	220 LAKE SHORE DR 8	300
3643422126000090	LLOYD SUSAN &	220 LAKE SHORE DR # 9		LAKE PARK FL 33403 3580	220 LAKE SHORE DR 9	300
3643422126000100	WUMMER ROBERT C &	110 SHORE DR		RIVIERA BEACH FL 33404 2419	220 LAKE SHORE DR 10	300
5643422801000080	NORRIS JANET H	101 SHORE DR		RIVIERA BEACH FL 33404 2427	101 SHORE DR	300
5643422801000090	MCKENLEY AVIS	3651 PALM DR		RIVIERA BEACH FL 33404 2415	3651 PALM DR	300
5643422801000340	POLLAK CRAIG &	3650 PALM DR		RIVIERA BEACH FL 33404 2416	3650 PALM DR	300
5643422801000350	KEEGAN DANIEL J	151 SHORE DR		RIVIERA BEACH FL 33404 2418	151 SHORE DR	300
5643422801000460	PAISLEY JAMES	180 SHORE DR STE 220		RIVIERA BEACH FL 33404 2419	180 SHORE DR	300
5643422801000470	HUTCHEON FRANK E	170 SHORE DR		RIVIERA BEACH FL 33404 2419	170 SHORE DR	300
5643422838000010	KYDALA INC	2601 S BAYSHORE DR STE 725		MIAMI FL 33133 5419	3700 BROADWAY	300
5643422841000010	CARLSON R MICHAEL &	100 SHORE DR		RIVIERA BEACH FL 33404 2419	100 SHORE DR	300
5643422841000020	WUMMER ROBERT C SR &	110 SHORE DR		RIVIERA BEACH FL 33404 2419	110 SHORE DR	300
5643422841000030	HEINE NICHOLIS	120 SHORE DR		RIVIERA BEACH FL 33404 2419	120 SHORE DR	300
5643422841000040	WOOD CARRIE L &	140 SHORE DR		RIVIERA BEACH FL 33404 2419	140 SHORE DR	300
5643422841000050	THORP DANIEL R	150 SHORE DR		RIVIERA BEACH FL 33404 2419	150 SHORE DR	300
5643422841000060	BROWN WELBURY C &	160 SHORE DR		WEST PALM BCH FL 33404 2419	160 SHORE DR	300



Reg Number	Tower Owner	Distance	Height	Tower Type	Carriers	Address
1019594	SpectraSite Communications, LLC.	2.03	60.9'	MP		: 9190 Old Dixie Hwy 4 Structure City: Lake Park, FL
1020782	SpectraSite Communications, LLC.	1.46	482	SST	1 or 2	630 Old Dixie Hwy (302758) Structure City: W. Palm Beach, 5420 North Singer Island
1214696	PALM BEACH, COUNTY OF	1.52	269'	RT	?	Structure City: Singer Island, FL
City Hall Tower		0.82		MP		535 Park Avenue, Lake Park, FL 1 33403

ASR Registration Search

Registration Search Results

Displayed Results

 PA = Pending Application(s)

Specified Search

Latitude='26-47-39.3 N', Longitude='80-3-7.8 W', Radius=3.2 Kilometers

Registration Number	Status	File Number	Owner Name	Latitude/Longitude	Structure City/State	Overall Height Above Ground (AGL)
1 1019594	Constructed	A0604891	SpectraSite Communications, LLC. through American Towers, LLC.	26-48-40.0N 080-04-45.1W	LAKE PARK, FL	60.9
2 1020782	Constructed	A0738117	SpectraSite Communications, LLC. through American Towers, LLC.	26-47-59.7N 080-04-31.7W	W. PALM BEACH, FL	152.1
3 1214696	Constructed	A0612054	PALM BEACH, COUNTY OF	26-48-33.3N 080-02-06.6W	Singer Island, FL	86.5

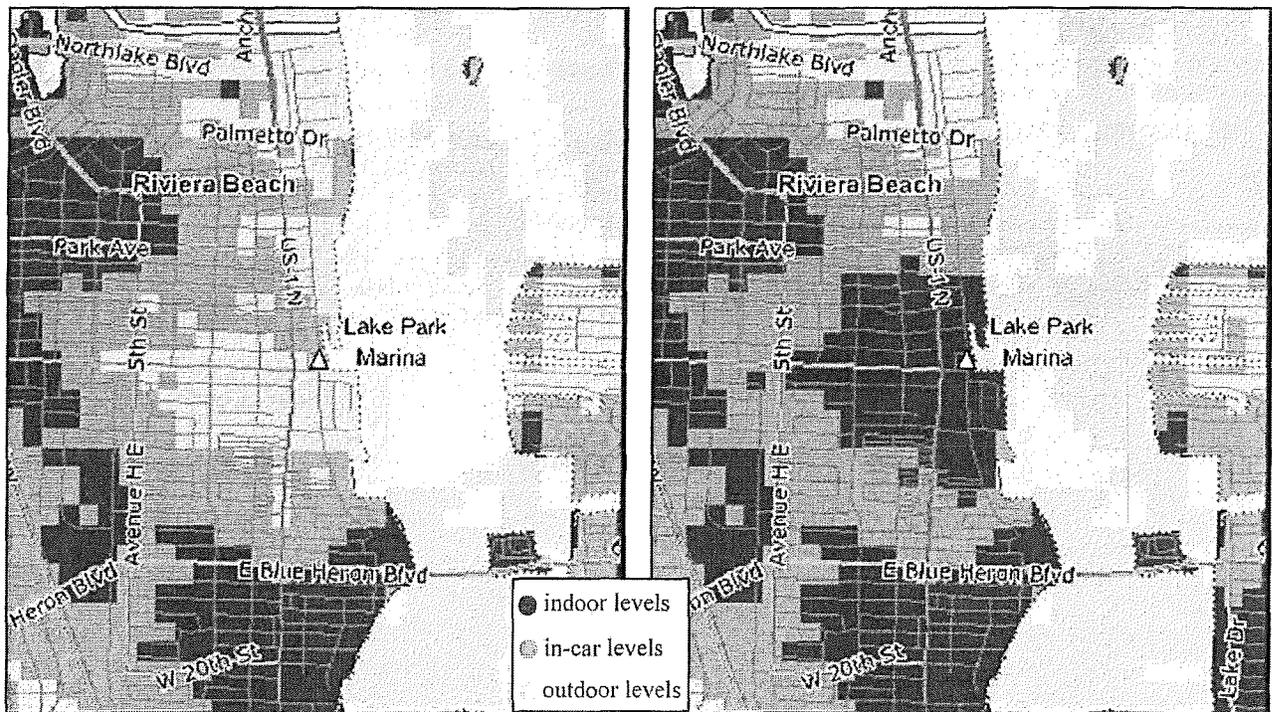


6WP1273D – Lake Park Marina RF Engineering Review

Department: T-Mobile Engineering & Operations – Miami Market

Last Updated: 01/14/15

T-Mobile Coverage Map – Before and After



The intent of this letter is to confirm the necessity of T-Mobile installation of radio transceiver equipment on the proposed telecommunications tower at Lake Park Marina. As part of the company's mandate to provide high quality service throughout the south Florida metro area the network density of wireless facilities naturally grows as new applications and services are introduced in cities and communities.

Current estimates are that mobile data services are expected to almost double each year for at least the next decade. To meet the growing demand T-Mobile is proposing a variety of new facilities throughout the nation with focus in major markets such as south Florida.

There are currently three facilities which serve the general area where the new tower is proposed. Approximately one and a half miles to the northwest is a self-support tower located at 1115 Old Dixie Hwy in Lake Park which provides strong indoor coverage levels for approximately one mile at which point indoor service levels start to become inadequate. Almost one mile directly to the south at 2001 Broadway in Riviera Beach a rooftop antenna installation covers well for approximately three quarters of a mile but the signal strength has dropped off significantly by E/W 28th St. Finally to the south-east at 125 Ocean Ave in Palm Beach Shores another rooftop facility provides good levels in the vicinity but levels across the water to the west are too weak for reliable service. None of the existing infrastructure can provide the necessary service levels and resources required for next generation services due mostly to their distance from the area in question.

The new proposed tower at Lake Park Marina is primarily dedicated to an area in Riviera Beach from E/W 34th St in the north to Martin Luther King Jr Blvd in the south and from Old Dixie Hwy in the west towards Palm Beach Shores in the east.

Because of the proposed location for the new tower the quality and strength of the T-Mobile signal will increase and provide a better user experience for customers and non-customers alike. In particular, indoor service levels in some areas of the city are poor or in some circumstances even non-existent. With the introduction of a new serving tower, these issues would essentially disappear. Non-customers would benefit in this case as well as users who are "roaming" -- in areas where their home network signal isn't strong enough -- could connect and use their services through the T-Mobile tower. In addition for someone who is dialing emergency services the phone will connect to the best signal source for the customer. Another benefit of having a dedicated wireless facility for the surrounding community is in mitigating the effects of interference, a common problem in areas with no dominant signal. In a practical sense this translates to fewer drop calls, more effective connections and faster download speeds for users.

With the advent of next generation services additional constraints imposed by new technologies must be addressed. One of the most important aspects of new services are the types of cell phones and the applications that people use on them. No longer are users simply texting and placing and receiving voice calls: the advent of the smart phone has significantly increased the requirements for both the power levels and the bandwidth required for each user in the cellular service area. To meet these challenges, cell phone operators have increasingly begun installing additional equipment at the top of new towers and rooftops in recent years. This provides a number of benefits for the user including the option of extending the range of the site as equipment at the tower top means more power at the antennas. More power at the antennas translates to more power for the users meaning that the number of cell phone users being served simultaneously increases dramatically. In addition for the user, tower top equipment offers significant power-saving for the mobile phone as they have to work less hard with the tower mounted equipment. This translates to better connections, faster speeds and more robust transitions within the network. To support the additional equipment needed for next generation services a new tower facility is proposed.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

RG TOWERS, LLC,

Petitioner,

vs.

TOWN OF LAKE PARK,

Respondent.

Case No. _____

APPENDIX TO RG TOWER'S
PETITION FOR WRIT OF CERTIORARI

EXHIBIT F

Subject: FW: Staff Report - RG Towers

From: Nadia DiTommaso [<mailto:NDiTommaso@lakeparkflorida.gov>]
Sent: Monday, March 21, 2016 10:01 AM
To: Long, Josh
Subject: RE: Staff Report - RG Towers

I verified with the Town Clerk who handles the uploading. There was a glitch in the uploading given how many pages were in the agenda packet therefore, certain pages had to be added as a separate section since they did not come up in Part 3. They are included in Part 4.

Nadia

From: Long, Josh [<mailto:JLong@gunster.com>]
Sent: Monday, March 21, 2016 9:50 AM
To: Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov>
Subject: RE: Staff Report - RG Towers

Hi Nadia,

I did receive the email and I downloaded 3 parts from your website. Was a 4th part added recently?

Thanks,
Josh

From: Nadia DiTommaso [<mailto:NDiTommaso@lakeparkflorida.gov>]
Sent: Monday, March 21, 2016 9:48 AM
To: Long, Josh
Subject: RE: Staff Report - RG Towers

Good morning Josh-

Just making sure you received the email below and were able to upload Parts 1 through 4 on our website for the meeting this evening since you had requested the information, but it was too large to email.

Thank you,
Nadia

From: Nadia DiTommaso
Sent: Monday, March 14, 2016 12:32 PM
To: 'Long, Josh' <JLong@gunster.com>
Subject: Staff Report - RG Towers

Good afternoon Josh-

Per your request, attached is the final staff report that will be made part of the Town Commission packet (*the first page is numbered "2" since a cover page will be included*). The packet is very large therefore, I am unable to email it to you. It will however be available on our website starting this evening. You will notice that a significant amount of resident/public research and documentation has been received over the past few weeks and has also been included. We also received a request for a Party Intervener, a Mr. Curt Lyman. This notice is also in the packet and Mr. Lyman will be granted 15-minutes to present at the Hearing on the 21st as a Party Intervener (and on behalf of the 301 Lake Shore Drive building) and pursuant to the quasi-judicial hearing provisions.

Should you have any questions, do not hesitate to reach out.

Thank you,
Nadia

Nadia Di Tommaso, *LEED Green Associate*
Community Development Director
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3319
Fax: (561) 881-3323

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 entry, instead contact this office by phone or in writing. Section 668.6076, F.S.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

RG TOWERS, LLC,

Petitioner,

vs.

TOWN OF LAKE PARK,

Respondent.

Case No. _____

APPENDIX TO RG TOWER'S
PETITION FOR WRIT OF CERTIORARI

EXHIBIT G

TOWN OF LAKE PARK
SPECIAL COMMITTEE MEETING

TRANSCRIPT OF BOARD OF COMMISSIONER MEETING

DATE TAKEN: Monday, March 21, 2016
TIME: 6:35 p.m.
PLACE: Town Commission Chamber
535 Park Avenue
Lake Park, Florida 33403

This cause came on to be heard at the time and place aforesaid, when and where the following proceedings were stenographically reported by:

Dianelis Hernandez

1 APPEARANCES:

2

James Dubois, Mayor

3

Kimberly Glas-Castro, Vice-Mayor

4

Erin Flaherty, Commissioner

5

Michael O'Rourke, Commissioner

6

Anne Lynch, Commissioner-Elect

7

John D'Agostino, Town Manager

8

Thomas Baird, Town Attorney

9

Vivian Mendez, Town Clerk

10

Nadia DiTommaso, Community Development Director

11

12 On behalf of the Applicant RG Towers:

GUNSTER, YOAKLEY & STEWART, P.A.

13

777 South Flagler Drive

Suite 500E

14

West Palm Beach, Florida 33401

561-650-0701

15

BY: John W. Little, III, Esquire

BY: Joshua I. Long, Certified Planner

16

Scott Richards, CEO of RG Towers

17

Patrick Keen, Engineer

18

19 ALSO PRESENT:

Curtis Lyman, Party Intervener

20

21

22

23

24

25

1 Thereupon,
2 the following proceedings began at 6:35 p.m.:

3 MAYOR DUBOIS: Okay. At this time we will
4 begin the judicial hearing, and I'll ask the Town
5 attorney to swear in the --

6 MR. BAIRD: Mr. Mayor, I'd like to do a few
7 housekeeping items first. First of all, I want
8 the commission to note that the federal government
9 has preempted part of your decision-making
10 authority with respect to the placement of the
11 cell tower to this extent. Federal Statute 47
12 U.S. C.S Section 332 (c)(7)(b)(4) limits the
13 town's regulation of placement of the cell tower
14 on the basis of the environmental effects of radio
15 frequency emissions.

16 So you may hear comments and there may be
17 testimony offered to you this evening with regards
18 to the radio frequency emissions that occur as a
19 result of the cellular tower; however, the federal
20 government has directed that you not take that
21 into consideration as part of your approval or
22 denial of the cellular tower.

23 According to federal law and state law,
24 your decision in regards to the placement of the
25 tower is to be limited to land development and

1 zoning issues. And you'll note that in your
2 staff's report, they have referenced the federal
3 regulation, and their analysis of the cellular
4 tower has been based upon and limited to land
5 development and zoning issues.

6 Secondly, the question arose in regards to
7 Commissioner Lynch and whether she could vote
8 tonight because she had been a member of the
9 Planning & Zoning Commission when the cell tower
10 application came to that commission, and she voted
11 with that commission and made a recommendation to
12 you, which you will consider tonight the
13 recommendations of the Planning & Zoning
14 Commission.

15 So I contacted the Attorney General's
16 office. I also contacted the state commissioner
17 in ethics, and did my own analysis of the legal
18 statute and laws that apply in this situation.
19 Under Florida law an elected commissioner is
20 required to vote on a matter that comes before him
21 or her unless that commission has a voting
22 conflict. In her interpretation of the definition
23 of voting conflict, Florida Attorney General and
24 the commission on ethics both indicated that
25 voting conflicts are situations that would inure

1 to the special gain or loss -- that is the
2 financial gain or loss of the person voting.

3 So that issue is, for example, regarding
4 bias or because someone knows someone is not a
5 basis to not -- for the commissioner to not cast a
6 vote or to abstain from voting. So based upon the
7 statute and the opinions of the commission on
8 ethics and the Attorney General, I'm of the
9 opinion that Commissioner Lynch must cast a vote
10 this evening before or against the application
11 that's before her unless she has a financial
12 conflict of interest.

13 And with that, I'll move to the swearing in
14 of the witnesses. Anybody that's going to testify
15 this evening, please stand and raise your right
16 hand. It will probably be everyone.

17 Do you swear the testimony you are about to
18 give is the truth, the whole truth, and nothing
19 but the truth?

20 THE RESIDENTS: I do.

21 MR. BAIRD: Very good. Next, the
22 commission is required to present ex parte
23 communications they have received outside of these
24 chambers. That would be telephone or e-mail or
25 text conversations you had regarding the subject

1 matter before you, and you should indicate the
2 nature of that communication.

3 You don't have to go into detail about
4 who -- exactly and what was said, but you do have
5 to offer some explanation as to the nature of
6 those communications.

7 COMMISSIONER LYNCH: I'd like to make a
8 statement at this time.

9 MR. BAIRD: Okay. Mr. Mayor.

10 COMMISSIONER LYNCH: Mr. Mayor?

11 MAYOR DUBOIS: Yes, please go ahead,
12 Commissioner.

13 COMMISSIONER LYNCH: I was a Planning &
14 Zoning Board member when the application was heard
15 at a public hearing by that board. I considered
16 the comments and opinions of the applicant, the
17 staff, and the public. And tonight I will keep an
18 open mind on the testimony, the opinion, and
19 comments that are expressed by the public, the
20 applicant, and the staff. And I will make a
21 decision based on what I hear tonight.

22 MAYOR DUBOIS: Thank you. Mr. Town
23 Attorney, you may continue.

24 MR. BAIRD: We will start with Commissioner
25 O'Rourke.

1 COMMISSIONER O'ROURKE: I have had ex parte
2 disclosures. I have spoken to Curtis Lyman, his
3 wife. I have spoken to Bob Shelton. I have
4 spoken to, generally, many of the people I see
5 that are residents of the Town. And the essence
6 of that conversation is to listen to their
7 concerns about this application, and to inform
8 them I'm not allowed to take an opinion at that
9 time, and I've given them that instruction in the
10 meetings that I've had and any communications that
11 I've had with those residents.

12 VICE-MAYOR GLAS-CASTRO: I've received
13 numerous e-mails, the majority of the residents of
14 301 Lake Shore Drive. I don't know that I can
15 include everyone, but most recently Brenda
16 Swanson, Joanne Robin, Diane Bernhard, Carl
17 McBride, and Richard Harvey. But anyway, numerous
18 e-mails that people who cannot attend tonight
19 because they are out of town or traveling. People
20 who will be here and, I'm sure, will provide
21 testimony.

22 But the information that was shared with me
23 does not affect my opinion. I'll be open to the
24 testimony and facts presented here tonight and
25 I'll listen with an unbiased, objective mind

1 during the proceedings.

2 MAYOR DUBOIS: Thank you very much. I'll
3 go next. I've had no meetings or discussions with
4 anyone. I did have a meeting with Mr. Lyman, but
5 that was before he was an intervener. And other
6 than that, I've had no formal discussions. I'll
7 keep on open mind on all applications.

8 COMMISSIONER FLAHERTY: I too have received
9 numerous amounts of e-mails from the public.
10 Probably everyone here. I have taken the time to
11 read them thoroughly. I would echo what everyone
12 said tonight. I've had no communications,
13 verbally, with anyone.

14 COMMISSIONER LYNCH: I've made my
15 statement.

16 MAYOR DUBOIS: Okay. Thank you very much.

17 With that, we'll begin the hearing. I'll
18 just set the order of business so that everyone
19 understands how things will go tonight.

20 We'll start with a staff presentation
21 followed by the applicant's presentation, followed
22 by the intervener's presentation. We'll have
23 board member questions of staff, applicant, and
24 intervener. Public comments after that will be
25 three minutes each. And after that, we'll have a

1 short period of rebuttal with closing arguments
2 from the staff, applicant or intervener. After
3 that we'll have a motion, a second, debate, and a
4 vote on the floor.

5 With that, I'll just ask the public to
6 please consider what people are saying with
7 respect and civility, and I know that people will.
8 All of the parties giving testimony here have
9 worked very hard on their applicants -- on their
10 applications. The commission is in order -- is
11 here called to order as a business meeting and we
12 don't want to interrupt that business meeting.

13 With that, I'll ask the community
14 development director, Nadia DiTommaso. Please
15 begin presentation. Thank you.

16 MS. DITOMMASO: Good evening. Thank you,
17 Mayor. Nadia DiTommaso, community development
18 director. The item on the agenda is the site
19 application for a proposed 125-foot stealth
20 yard-arm telecommunication tower at the Lake Park
21 Harbor Marina.

22 I would like to begin by reviewing the
23 various categories of information that are
24 included in the PDF document made available to
25 this town's commission since the packet was rather

1 large.

2 The first section, which began on the PDF,
3 Page 27, includes the staff report, consultant
4 review letter, and a copy of public notices and
5 advertising. Our consultant engineer, who started
6 on the project when it was first submitted is Rob
7 Rennebaum with Simmons & White. And since this is
8 a tower application, a tower structural engineer,
9 Laura Wornbaum also worked alongside Rob Rennebaum
10 in this review.

11 The site plan item was required to be
12 noticed of a form of certified mail letter, mailed
13 to all property owners within 300 feet and this
14 marina site. And this was mailed on December 22,
15 2015, for the January 4th, 2015 Planning & Zoning
16 Board meeting. And again, on March 11, 2016, for
17 the meeting this evening. An advertisement in the
18 Palm Beach Post was also placed on both these
19 dates.

20 The second tab of the PDF made available to
21 the Town Commission starts on Page 48 of the PDF,
22 and includes the town attorney's memo regarding
23 the lease area and how the utilities are required
24 to run on a separate meter per the lease option
25 agreement. All the requirements of the equipment

1 area need to be within the previously approved
2 lease area, measuring 25 feet by 30 feet, for a
3 total of 750 feet. And a second attorney memo
4 indicating that testimony must be provided in
5 person due to quasi-judicial procedure
6 requirements, which are explained more in detail
7 in the memo.

8 The third tab starts on Page 52 of the PDF,
9 and includes the actual site with lease option
10 agreement and resolution along with the first
11 amendment to the lease option agreement with
12 resolution.

13 The fourth tab, starting on Page 65 of the
14 PDF, includes the complete RG Towers application,
15 which includes images looking north, south, east,
16 and west. Their comparative analysis of
17 neighboring towers within the one-to one and a
18 half mile radius, their site plan, and related
19 site plan details, their propagation settings for
20 the required location and configuration of the
21 proposed tower, excerpts of the Telecommunications
22 Act of 1996, and their geotechnical report, and
23 structural engineering analysis.

24 The fifth tab, which starts at Page 175 of
25 the PDF provided to the commission includes the

1 party intervener's notice and associated
2 documentation and report submitted by Mr. Curtis
3 Lyman.

4 A sixth tab, starting on Page 330 of the
5 PDF includes the Planning & Zoning Board minutes
6 of the February 1st, 2016, meeting when the board
7 rendered a recommendation of denial, the relevant
8 exhibits presented at this meeting, including the
9 then marina director, Mr. Lockin's recommendation
10 on the design of the tower are also included in
11 this tab.

12 The final and seventh tab for this agenda
13 item starts on Page 376 of the PDF and includes
14 all of the public comments and associated
15 documentation received through March 9, 2016, by
16 staff.

17 The applicant is here this evening with
18 their engineer, and will be providing a
19 presentation of their proposal and related
20 documentation following the staff presentation.

21 Staff reviewed the application using
22 various criteria, and after having discussed all
23 the criteria with the Planning & Zoning Board as
24 well as the public meeting, staff's review and
25 determination includes the following:

1 Number 1, consistency with the
2 comprehensive plan. While telecommunication
3 towers are used to provide a service to the
4 general, any public buildings and grounds may be
5 deemed an appropriate designation, the application
6 is not consistent with the comprehensive plan Goal
7 Statement 3.4.1, which gains to ensure that the
8 historic small town character of Lake Park is
9 maintained while fostering development and
10 redevelopment that is compatible with and improves
11 existing neighborhoods and commercial areas.

12 Staff is also of the opinion that the
13 application is not consistent with Policy 5.1,
14 which states that the Town shall protect,
15 preserve, maintain, and improve its core
16 residential neighborhoods and historic resources,
17 and protect these areas from physical degradation
18 and intrusion of incompatible uses.

19 Finally, staff is of the opinion that the
20 125-foot pole with extensive base, even though
21 designed as a yard-arm with the idea of blending
22 in to the nautical environment of the marina, is
23 inconsistent with the character of the marina area
24 and it is not compatible with the residential land
25 uses.

1 Second criteria, consistency with the
2 Town's land development regulation for
3 telecommunication towers. Article 3 of Chapter 74
4 addresses wireless telecommunication towers and
5 antenna and was applied in this review. The
6 proposed tower is a permitted use per the Town
7 code; however, it's still subject to the complete
8 site plan review process.

9 While health-related and
10 environmental-impact documentation were submitted
11 and included as backup, the applicant also
12 submitted documentation highlighting the
13 Telecommunications Act of 1996 that preempts the
14 Town from using that as a basis for denial as the
15 town attorney also indicated.

16 Regarding the Town's space and equipment
17 area, this area is currently sized at 750 square
18 feet. The two future pole meters, since the
19 proposed tower can accommodate four carriers, will
20 require additional ground space. This space has
21 been outlined by the applicant on site plan Sheet
22 C-1, and would also require future approval.

23 The required landscaping and discreet
24 equipment area is also located outside the lease
25 area of 25 feet by 30 feet, and staff along with

1 attorney's determination believe this landscaping
2 should be completely within the leased area, which
3 would require an amendment to the agreement.

4 The same applies to the required utility
5 regarding separate meter from Seacoast Utility
6 should be required as well per the lease
7 agreement. Regarding the tower maintenance and
8 access, the applicant shows a 12-foot nonexclusive
9 access easement and a 5-foot nonexclusive utility
10 easement on the plan.

11 When repair work is needed for this tower,
12 the existing parking areas at the marina will be
13 utilized. These are public parking spaces.
14 Therefore, a parking issue is not presented. To
15 ensure the Town is covered liability-wise, the
16 Town also requires a security fund from which the
17 Town can deduct the fines and penalties for any
18 future noncompliance or should the Town need to
19 remove equipment antenna or tower due to
20 abandonment. Consequently, the code requires a
21 letter of credit in the amount of \$25,000. This
22 is conditioned if approved.

23 The Town code also requires a minimum of
24 110 percent setback from all property line. Since
25 the tower is proposed at 125 feet, the minimum

1 setback is 137.5 feet from all property line. The
2 applicant's plan meet these setbacks by providing
3 330 feet to the north, 167 feet to the east, 574
4 feet to the south, and 205 feet to the west.
5 These are shown on Plan Sheet C-1.

6 Additionally, with this proposed 125-foot
7 height, the code indicates that towers between 120
8 and 150 feet have the potential of including more
9 than three users, which is also the reason the
10 lease option provides for four carriers.

11 Staff also reviewed the lighting component
12 with the applicant's proposed design since the
13 applicant's proposed design can't accommodate
14 flags. The applicant would like the commission to
15 address whether they would like flags on the
16 tower, and if so, the type of flags since this
17 will then dictate if lighting requirements.

18 If approved, staff also recommend a
19 condition whereby prior to the issuance of a town
20 permit, a photometric plan is submitted for
21 review, and that the applicant is perpetually
22 responsible for the maintenance of the lighting
23 and the flags.

24 Additionally, signage was reviewed.
25 Registration and warning caution signs are

1 required around the compound. These are SEC
2 requirements, and the signage generally measure in
3 the 12-inch by 18-inch range.

4 Regarding the availability of other
5 existing power location and co-location efforts by
6 the applicant, the applicant has submitted a study
7 from an engineer which reviewed the existing power
8 location in the general vicinity of this proposed
9 tower together with coverage service maps. This
10 information has been included with the agenda
11 packet, and the applicant's engineer is here this
12 evening to provide a presentation and answer any
13 detailed questions on the study.

14 Finally, since the Town is a master plan
15 community, which has been built out in accordance
16 with the master plan, the Town code does not
17 include specific site plan criteria to be used in
18 evaluating the development of certain individual
19 parcels within the original code; however, to
20 ensure that the public health, safety, and welfare
21 is adequately addressed, which is a requirement,
22 staff has also evaluated the application with
23 three additional criteria.

24 The first criteria is the proposed
25 development compatible with the established or

1 proposed character of the area. Staff's
2 determination is that the residential buildings to
3 the north are approximately 90 feet tall. The
4 buildings to the west are approximately 25 feet
5 tall, two stories. The tower is a 125-foot
6 monopole. The diameter of the monopole does not
7 in any way resemble a building nor is it keeping
8 with the form of the residential condominiums in
9 the general vicinity of the site.

10 Moreover, the tower's inclusion of a
11 yard-arm contributes very little to the fitting in
12 with the marina. The character of the surrounding
13 area is predominantly multifamily residential, a
14 marina, a public park recreation, and open space
15 usage.

16 Staff has concluded that the application is
17 not consistent with Town Goal Statement 3.4.1 of
18 the future elements of the comprehensive plan.
19 This rule states that the Town should ensure that
20 the historic small town character of Lake Park is
21 maintained while fostering development and
22 redevelopment that is compatible with and improves
23 existing neighborhood and commercial areas. And
24 also Policy 5.1, which states that the Town shall
25 protect, preserve, maintain, and improve its core

1 residential neighborhood and historic resources,
2 and protect these areas from physical degradation
3 and the intrusion of incompatible uses.

4 Staff is of the opinion that a monopole
5 cellular tower with an extensive base, even with
6 the inclusion of a yard-arm, is not consistent
7 with the goals of the comprehensive plan.

8 Criteria Number 2, the proposed development
9 would not be deterred with the improvement or
10 development of adjacent properties in accordance
11 with the existing regulation. The erection of a
12 tower upon the site would be detrimental to the
13 town's initiative to the extent that its presence
14 would deter the redevelopment of properties along
15 Federal Highway.

16 The tower may also be a deterrent to the
17 Town's continuous effort to increase occupancy at
18 the marina. The tower is generally not compatible
19 with the adjacent uses of residential, marina,
20 public park, and open space usage.

21 Criteria Number 3, the proposed development
22 does not negatively impact adjacent natural
23 systems or public facilities, such as parks. The
24 tower will remove open space in the vicinity of
25 the marina and will replace it with a 125-foot

1 monopole with an extensive base along with signage
2 that identifies the area as being potentially
3 dangerous, which is more in line with
4 industrial-type uses. Such a use is inconsistent
5 with the current recreational park, open space,
6 and residential character of the immediate area.

7 The Planning & Zoning Board arrived at a
8 determination of denial based on certain criteria
9 that's included in the staff report at the
10 February 1st, 2015 meeting on a 3-0 vote. The
11 discussion is also detailed on the meeting
12 minutes. The chair of the board, Judith Thomas,
13 worked for many years as a professional certified
14 planner, and vice-chair who made the motion,
15 Martin Schneider, is a professional certified
16 planner.

17 According to Town Code Section 74-64(d),
18 the denial of the tower application must be
19 supported by written evidence. The staff's
20 report, if relied upon by the Town's commission,
21 would meet the requirement of the code. In sum,
22 staff has determined that the application is not
23 consistent with the Town's comprehensive plan and
24 does not meet Article 3 of Chapter 74 of the code
25 regarding aesthetics and compatibility.

1 Staff recommends the Town Commission deny
2 the application. If the Town Commission
3 recommends approval, staff recommends that
4 conditions one through eight, as listed in the
5 staff report, are included in the motion.

6 This completes the staff's presentation. I
7 would like to turn it over to the applicant at
8 this time.

9 MR. RICHARDS: Thank you, Nadia. Scott
10 Richards, CEO of RG Towers. Good evening, Mr.
11 Mayor, Madam Vice-Mayor, fellow Commissioners.
12 It's been about a year since I stood before you on
13 the amendment. It's been a couple of weeks since
14 we got together, it's good to see you all.

15 My time will be brief, and my legal counsel
16 will speak more than me. In general, I just want
17 to do a recap. We have been trying, cellular
18 carriers, T-Mobile, AT&T, Sprint, Verizon, my firm
19 as well as competitive firms have been trying to
20 plug this gap in Lake Park for close to 10 years.

21 T-Mobile actually engaged in a lease with
22 the 500 Building back in 2008 to put something on
23 the rooftop. It's been a long time that we have
24 been trying to accomplish a site in this area,
25 whether we did look initially to build on rooftops

1 to prevent building a new tower.

2 I think tonight -- I know I've been hearing
3 a lot of comments relating to health issues, which
4 were addressed, property values and aesthetics. I
5 just want to point out with regards to aesthetics
6 that there is a tower right outside Town Hall that
7 has been here 25-plus years that is not a stealth
8 tower, it's monopole, it's not registered, has
9 cables all over the place, and a lot of issues
10 that come up.

11 In regards to revenue stream and the report
12 that discusses revenue stream, we have done
13 numerous deals with other municipalities,
14 including three or four in Palm Beach County, and
15 each deal is different economically, but this
16 revenue share starting at 50 percent is certainly
17 on the high side of our previous deals with Palm
18 Beach County municipalities that we've built
19 towers on.

20 I think that in the interest of time, I'm
21 going to pass on to my legal counsel to go through
22 a PowerPoint presentation and be here from any
23 questions. Thank you.

24 MAYOR DUBOIS: Thank you very much.

25 MR. LONG: Good evening. For the record,

1 my name is Josh Long, certified land use planner
2 with the Gunster Law Firm. Also with me tonight
3 is John Little, the attorney for this matter. I'm
4 going to grow through quite a lot in five minutes,
5 in a short amount of time. I apologize, I was
6 told as I came here we had a small amount of time.
7 We are going to go through them and we'll come
8 back if you have questions.

9 Real quickly, just want to go with the
10 general area that I think everybody here is very
11 familiar with. And real quickly, I want to state
12 on the record our application does comply with the
13 Town's comprehensive plan and the land development
14 regulations, specifically, Section 74-65 to the
15 following documents provided to the Town; the site
16 plan, compound plan, notes plan, elevation plan,
17 wood fence detail plan, trench detail plan
18 referenced through Sheets C-1 through C-7,
19 electric plans referenced through Sheets E-1
20 through E-6, landscaping referenced through Sheet
21 L-1, irrigation plan referenced through Sheet IR-1
22 prepared by Michael Phillips, registered engineer
23 and Jason Rinard, landscape architect of Cal Trop
24 Telecom signed and sealed on January 14, 2015 and
25 received by the Department of Community

1 Development on January 16, 2016.

2 And the following documents; the tower
3 drawing and calculations, the comparative
4 analysis, the geotechnical reports, the visual
5 analysis, and the photo simulations.

6 We hereby submit and request that all these
7 materials be included in the record of this
8 quasi-judicial proceeding. We have extra sets of
9 materials for the Town if they'd like to accept
10 those.

11 Moving on, John Little will go over the
12 lease in great detail. But I want to mention that
13 the lease was approved in September of 2014, and
14 then again in March of 2015. Tonight we are in
15 front of you for a site plan approval for a
16 125-foot stealth tower in the exact location of
17 Exhibit 2, those resolutions which were passed by
18 the Town twice.

19 Real quickly, these slides, I'm going to go
20 through super quick. We are all familiar with the
21 area. We took pictures of all the different
22 areas. This is going to compatibility. There are
23 large pole structures up and down this area. This
24 shows several of them going up and down the
25 marina, several different vantage points. As you

1 can see, there are quite a few in this marina so
2 there are lots of sailboats in there.

3 Going through, now we get to the site plan,
4 which was presented to the Town, and then we
5 amended the site plan to show extra potential
6 lease area. That extra potential lease area is
7 not proposed for tonight. That would have to come
8 through a completely separate review that the
9 lease allows for. We show an area where other
10 carriers could go just at the request of the
11 planning and zoning staff.

12 Once again, this is a blowup of the area.
13 This is exactly what was on the lease exhibit with
14 the addition of the additional landscaping. In
15 January, the Planning & Zoning Commission wanted
16 us to add additional landscaping, which we did.
17 They were happy with that in our February meeting.
18 Once again, we evaluated the landscaping around
19 the area and used similar materials that exist in
20 the area, and applied those into our plan.

21 We also provided additional visual analysis
22 of the area both simulating the tower from
23 different vantage points. This is 301 Lake Shore
24 Drive. This is 302 Lake Shore Drive. This would
25 be west side of the marina along the public

1 walkway.

2 And another thing that came up at the last
3 meeting that the former marina manager had
4 mentioned a cell tower up in Rhode Island. We
5 actually found a picture of that design, and once
6 again, the reason we are here is to discuss the
7 design elements and how the Town would like the
8 cell tower to look, a flag pole, a yard-arm, a
9 more family oriented design. These are all
10 available and open for discussion if the Town so
11 desired.

12 We have substantial competitive analysis.
13 There is no doubt that this area is in need, as
14 Mr. Richards said, we have been trying for over 10
15 years because there is a definite need. Our
16 engineer is here. We won't bring him up to
17 respect your time. But if you have any questions,
18 you can ask our engineer on the details of that
19 analysis.

20 These are more of the slides that you would
21 have gone to. The next slide we want to go into
22 is we want to go through a little bit into the
23 development patterns of the Town. As Nadia
24 mentioned earlier, we don't have a specific
25 regulation and sometimes when you don't have

1 regulation you have to look at development
2 patterns and review the development patterns
3 within a town.

4 So here is the existing 150-foot pole in
5 Lake Park zoning, and we have a specter site
6 48-foot self-supported tower at 1115 North Dixie
7 Highway. Here is some fencing and landscaping
8 proposed around that facility. This is the
9 existing non-stealth unregistered crown model pole
10 tower that's right outside this historic building,
11 which the Town council just renewed their lease a
12 couple of months ago.

13 So we do provide a pattern of development.
14 Some of these towers are looking at public
15 property adjacent to residential neighborhoods and
16 adjacent to historic structures. This is an
17 analysis that was requested. We provided this
18 from January to February. This shows the distance
19 from the pole location to adjacent residential,
20 approximately, 382 feet from the north
21 residential, 377 to those on the left, and 659 to
22 those to the south.

23 We did a comparative analysis of the crown
24 tower outside this historic Town Hall facility,
25 which shows that it's approximately 210 feet from

1 residential to the north and 284 feet to the
2 south. Therefore, our application is farther from
3 residential and meets quite a few of the standards
4 of pattern.

5 Real quickly, I'll go over the revenue
6 stream from the Town of Lake Park, and this is
7 based on different carriers. As you can see, the
8 potential revenue stream is \$4.2 million.

9 With that, John Little is going to come up.
10 I really appreciate you letting me go through that
11 so quickly. I'm sorry about that.

12 MR. LITTLE: Good evening. John Little,
13 777 South Flagler Drive. I'm an attorney with the
14 Gunster Law Firm representing RG Towers.

15 Mayor, vice-major, members of the
16 Commission, back in 2014 a resolution was passed,
17 and the resolution was of the Town Commission
18 authorizing and directing the mayor to execute a
19 lease option for the construction of a
20 communications tower at the Lake Park Harbor
21 Marina, and provided an effective date. And that
22 document is part of the package that was
23 referenced by staff.

24 It contains very detailed description of
25 what was going to occur under that contract.

1 Section 5 of that document, that lease that has
2 been signed by the Town based upon the actions
3 stated, it says, the premises may be used by the
4 tenant with transmission and reception of radio
5 communication signals, and put construction,
6 installation, operation to repair, removal or
7 replacement related to the lighting facility,
8 including a towering base and antenna.

9 It then goes on to provide in Section 7 in
10 great detail about the improvements. It says, the
11 tenants shall have the right, at its expense, to
12 erect and maintain on the premises. And it
13 details a tower and the facilities. It details
14 what can be done to restrict access around the
15 tower. It states what can be done to repair and
16 replace the tower. It even addresses utilities,
17 and provides that the applicant, the tenant, will
18 try to get a separate meter. Failing that, the
19 landlord, the Town, will work with the tenant to
20 capture that and the tenant will pay that.

21 It goes on to provide termination. There
22 is no termination right that the Town has of this
23 lease once entered into. It provides, in Section
24 13, quiet enjoyment. It says, as of the effective
25 date, the date this lease was signed, the Town

1 covenants and warrants that the landlord, i.e.
2 the Town, has the full right, power, and authority
3 to execute and perform this lease. And then it
4 states, execution and performance of this lease
5 will not violate any laws, ordinances, covenants
6 binding or other agreement binding on landlord,
7 which is the Town.

8 This document showed in the exhibit that
9 was attached as part of the materials before you,
10 specifically shows the layout. It shows the
11 landscaping on the Town property. It shows the
12 parameters of the footprint. It shows a 125-foot
13 stealth yard-arm tower. It's all detailed in the
14 attachment that was made part of that lease.

15 March 2015, RG Towers comes back to you,
16 publicly noticed meeting, with an amendment to
17 expand the footprint. And that amendment did put
18 a new Exhibit A and B, which once more showed the
19 landscaping on the Town property surrounding the
20 area, showed the 125-foot stealth yard-arm tower.
21 And this council, again, voted to approve it.
22 Again, that's not on a unanimous vote as with the
23 first one.

24 But it specifically says in that agreement,
25 which is slightly less than a year ago, all

1 provisions of the lease not amended shall remain
2 in force and effect. Based upon these leases,
3 which are contracts which are legally binding on
4 the Town, the applicant in reliance moved forward.
5 The staff asked that they come forward with a site
6 plan application, which they have. Mr. Long
7 detailed for you the reasons and the basis for
8 which we complied with the site plan criteria.

9 The issue of a comprehensive plan and
10 whether that complies or not, those provisions are
11 general in nature, and again, those provisions
12 have been dealt with, and to the extent they were
13 going to be considered, were properly considered,
14 if at all, at the time the lease was entered into.
15 Not at this point. This is site plan -- this is
16 an agreement between the Town and the applicant
17 here, which is a legally binding document.

18 In reliance upon these contractual rights,
19 the applicant has moved forward, spent substantial
20 money to get to this particular point. The 3.4.1
21 and 5.1 statements, those are broad policy
22 statements. Those had already been addressed in
23 the context of the lease, and I'll submit again,
24 in the context of the lease amendment.

25 Without waiving our position on the lease

1 and what it legally does, we did have the site
2 plan criteria met here. The one that was
3 mentioned in the staff, and at the Planning &
4 Zoning Commission was 74-65. And that provision
5 provides that the design shall to the maximum
6 extent possible, use materials, colors, textures,
7 and landscaping that would blend in with the
8 natural setting.

9 (Cell phone alarm ringing.)

10 MR. LITTLE: And that tells me my time has
11 expired.

12 So I would simply state that we have
13 complied with that provision. Again, the design
14 of a yard-arm is certainly much more compatible
15 with a marina setting and what we see in these
16 other towers Mr. Long has pointed out. And I'll
17 reserve the rest of the time for rebuttal.

18 MAYOR DUBOIS: Thank you, sir.

19 MR. LITTLE: And we have, again, the
20 engineer and others here to answer questions at
21 the appropriate point.

22 MAYOR DUBOIS: Yes, sir. At this time,
23 I'll call the intervener to make a presentation.

24 MR. LYMAN: Good evening, members of the
25 Commission, Mr. Mayor, my friends and neighbors.

1 My name is Curtis Lyman, and I appear as a party
2 intervener representing the Lake Harbor Towers
3 South Condominium Association located at 301 Lake
4 Shore Drive in Lake Park. Our building is
5 situated directly north of the Lake Park Marina.
6 The windows of my building, which has eight
7 stories, are approximately 300-some feet from the
8 proposed cellular tower. Those residents residing
9 on the southern exposure and especially on the
10 higher floors, will be directly irradiated by
11 emissions from the proposed tower.

12 President George Washington once said,
13 labor to keep alive in your breast that little
14 spark of celestial fire called conscious. I will
15 not instruct you on your duties as commissioners
16 except to remind you that you're fiduciaries for
17 the residents of the Town of Lake Park.

18 I represent 84 of those families whose
19 lives are going to be negatively impacted by your
20 decision tonight if you approve this application.
21 Such an approval would be unconscionable. The
22 proper course of action as recommended by town
23 staff and by the Planning & Zoning Board is to
24 deny this application.

25 As General George Patton reminded us years

1 ago, do your duty as you see it and damn the
2 consequences. The execution of your duties will
3 have consequences for years to come. You have a
4 choice, to sacrifice residents over big business,
5 common sense over greed, or you can do the right
6 thing and deny this application. Let your
7 conscious be your guide. As far as all of us here
8 are concerned, this is a no-brainer. In our view,
9 your duty to your fellow citizens is clear; deny
10 the application.

11 We have identified several reasons why the
12 Town Commission must deny the application. We
13 presented those in a submission, and candidly was
14 buried amongst the volume of materials submitted
15 on the matter. So let's look at this. Here is
16 the summary and then the details.

17 First, the installation of this tower will
18 endanger public and private property. More
19 importantly, it will endanger human lives. You
20 have the engineer report that shows the tower is
21 not constructed in accordance with IEEE standards
22 and it's ill suited to this location. You have an
23 absolute recommendation from an expert that the
24 current place is an inappropriate site for this
25 installation.

1 Second, your own Planning & Zoning Board
2 and staff of the community development recommended
3 against the approval of this application. Two
4 experienced and deliberate bodies within this
5 township have recommended that you deny it.

6 Third, the application is violative of the
7 Town of Lake Park's comprehensive land use plan.
8 Fourth, the application is violative of Chapter 74
9 of the Town telecommunications code. Fifth, the
10 application is violative of Chapter 10 of the Town
11 code against nuisances.

12 Sixth, the application presents a clear
13 danger to the health and welfare of town
14 residents, many of who reside within the same
15 height as the tower antenna, within 300 feet or so
16 of the tower as well as uses of the Lake Park
17 Marina should you approve this application.

18 Seventh, there is no economic benefit to
19 the Town. The revenues from the tower will not
20 offset the damage to other the Town revenue
21 stream, including but not limited to real property
22 tax values, marina, and sale tax revenue. Eighth,
23 there has been no real showing of need by this
24 applicant.

25 For all of these reasons and more, there is

1 enough weight to deny the application. I'd like
2 to spend a few moments on some of the details. I
3 refer you to a letter from Earnest Duckworth, Jr.,
4 who was an engineer, which was addressed to the
5 staff.

6 In that letter, Mr. Duckworth, who is a
7 member of the IEEE Standards Committee, which
8 establishes the standards for the construction and
9 installation of cell towers, quote, my review of
10 the plan for the installation of this tower
11 indicates that it is not being grounded per IEEE
12 standard 1692-2011, which comes from the IEEE
13 Guide For the Protection of Communication
14 Installations from Lightning Effects -- and I
15 emphasize -- therefore, represents even more
16 danger to DPR damage. However, even if this tower
17 was properly grounded to standard, it is located
18 in a very poor location and very close to many
19 objects that could be harmful from lightning
20 induced ground potential rise or GPR.

21 Mr. Duckworth then goes on to say, and I
22 quote again, any equipment grounded within 200 to
23 300 feet of the tower's grounding system is highly
24 susceptible to possible GPR damage in good
25 conducting soil. And if the soil were poorly

1 conducted, his word, quote, equipment damage may
2 occur at 500 feet from the tower base.

3 At the currently proposed location at Lake
4 Park Marina, this tower cannot be grounded well
5 enough to prevent damage to surrounding buildings
6 and communication cables. We are in the lightning
7 capital of the world. Florida has more deaths
8 than any other state from lightning in any year.

9 With the IEEE standards that are published,
10 why is it, you must ask, that the applicant
11 submits a plan that creates the potential to
12 damage municipal property, to drive away slip
13 renters from the marina, and put my residents and
14 their properties in harm's way? Profit over
15 conscious perhaps. On the basis of this report
16 alone, the commission must deny the application.

17 Second, your Planning & Zoning Board and
18 staff all recommended denial of the application.
19 The Town Goal Statement 3.4.1 of the future land
20 use element of the comprehensive plan states that
21 the Town should foster development that is
22 compatible with and improves the existing
23 neighborhoods and commercial areas.

24 The installation of the cell tower in the
25 Lake Park Marina is not compatible with the

1 highest density residential area within the Town.
2 It will result in a decline in marketing ability
3 and real estate prices, and it will pollute the
4 environment, which is part of the Town's plan for
5 comprehensive redevelopment along U.S. 1.

6 Third, the application is not consistent
7 with any of the objectives outlines in Chapter 74
8 of the Lake Park Municipal Code entitled
9 Telecommunications. Article 3, which has been
10 referenced previously, specifically addresses what
11 the Town must consider relative to the
12 installation. The language is quite clear, which
13 is in par with what the staff and planning and
14 zoning recognized.

15 The purpose -- and I'm quoting from
16 Subparagraph A, the purpose of this article is to
17 establish regulations and requirements. And I'm
18 paraphrasing, these regulations are intended to
19 accomplish the following: Subparagraph 1, to
20 protect residential districts from potential
21 adverse impact of towers and antennas.

22 Subparagraph 2, to encourage the location of
23 towers in nonresidential areas and to locate them
24 to the extent possible in areas where the adverse
25 impact to the community is minimal.

1 Skipping to Subparagraph 7, to consider the
2 public health and safety of telecommunications
3 towers. Eight, to avoid potential damage to
4 adjacent properties from tower failure -- and I'm
5 paraphrasing on my own now -- from a survey that
6 included the grounding through the careful siting
7 of tower structures.

8 If you do not deny the application, you
9 will have failed in your fiduciary duty to protect
10 the most densely populated district in this town
11 from the adverse impact of this tower. You will
12 create a clear and present danger to public and
13 private property alike, and you will endanger the
14 residents of my building and numerous other
15 residential buildings to personal harm and clear
16 danger.

17 Earnest Duckworth has opined that because
18 of the poor conductivity of the soil and the poor
19 grounding design of this tower, marina property,
20 including fuel tanks and my association's building
21 are in jeopardy of suffering serious damage.
22 Clearly, if you use common sense and apply the
23 provisions of Chapter 74, this becomes a
24 no-brainer.

25 Fourth, there is no economic justification

1 for this installation. A single lightning strike
2 from an improperly grounded tower could result in
3 something as benign as blown circuit breakers or
4 something as catastrophic as explosions from gas
5 tanks that sit mere feet from this tower and its
6 water grounding system.

7 The greater possibility is the damage to
8 the marina infrastructure and private property
9 will result in damages far in excess of the
10 revenue anticipated under the terms of this
11 application. If someone is killed because of you,
12 who as stewards of your fellow citizens failed to
13 do your duty and deny this application now knowing
14 this design is flawed, the costs are incalculable.
15 As well as the proven fact that nearby residential
16 property values will decline with the presence of
17 this tower.

18 Once again, have to ask the basic question;
19 if the presence of the tower is such a good thing,
20 why is it that nearly over 100 nearby property
21 owners must suffer those consequences secondhand?
22 Who benefits then? The residents, the Town or big
23 business?

24 I ask, if you know that tax revenues will
25 decline, that there is an almost certain

1 likelihood of public property damage and private
2 property damage that will blow profitability at
3 the marina out to sea as slip rentals seek safer
4 places, how have you benefited your fellow
5 citizens and faithfully discharged your sworn duty
6 this evening? There is no economic justification
7 for this application. It is in no one's best
8 interest except perhaps the tower company.

9 This application creates a nuisance under
10 Chapter 10 of the Town code. And if you are
11 complicit in its creation, then I would suggest
12 that you may suffer the potential of some penalty.
13 Let's take a moment to walk through the definition
14 of nuisance as you and your predecessors have
15 defined it and apply it here.

16 In 10.31 it reads, "For purposes of this
17 article, the word 'nuisance' is hereby defined as
18 any person doing an unlawful act or omitting to
19 perform a duty or suffering or permitting any
20 condition to be or exist, which act, omission,
21 condition or thing either: Injures or endangers
22 the comfort, repose, health or safety of others;
23 offends decency; is offensive to the senses;
24 unlawfully interferes with, obstructs or tends to
25 obstruct or renders dangerous for passage any

1 public or private street, highway, sidewalk,
2 stream, ditch or drainage."

3 This is a parking lot in a public park
4 where lightning strikes, and if this tower is
5 erected it will increase some 400 to 600 percent.
6 "If in any way renders other persons insecure in
7 life or the use of property; or if it essentially
8 interferes with the comfortable enjoyment of like
9 property or tends to depreciate the value of the
10 property of others."

11 It's a known fact, a scientifically proven
12 fact, that residential values near cellular towers
13 depreciate. You are going to hear from my friends
14 and neighbors this evening about what the proposed
15 tower will do to their quality of life in their
16 neighborhood and in this marina. How can you even
17 consider this application beyond this point?

18 You have volumes of materials that have
19 been submitted about the health effect of
20 electromagnetic radiation. The applicant
21 continues to hide in its corporately cowardly
22 fashion behind a thin veil of absurd law passed
23 some 20 years ago by a massive lobby attempting to
24 reap billions of dollars in profit from the
25 cellular communications revolution. Technology

1 has improved, signals are stronger, and with it
2 even greater levels of electromagnetic pollution.

3 If you allow this improperly substandard
4 ground system that has the potential to cause
5 major damage and create the possibility of human
6 injury or death, you simply tease mother nature to
7 say, I told you so. But you also endanger my
8 friends and my neighbors. You make them
9 uncomfortable. And the fact that they are here
10 this evening is reflective of the disruption that
11 the proposal to install the tower has had on their
12 comfort living in Lake Park.

13 The support of my fellow citizens is
14 substantial this evening. It is clear that they
15 see the potential that their comfortable potential
16 of life and property is going to be interfered
17 with, and that you would allow this installation
18 to be approved knowing full well that it will
19 diminish their property. Do your duty this
20 evening.

21 In addition to that all, there has been no
22 showing of need, of real need, by the applicant.
23 The last exhibit in our submission comes from
24 T-Mobile itself, and it refers to their coverage
25 area. And what it reflects is that they have

1 excellent coverage in this area. So I would
2 submit, on all of the grounds that have been set
3 forth this evening by us, that you do your duty,
4 damn the consequences in spite of their
5 contractual threat that I think has been made this
6 evening. Do your duty, protect the citizens of
7 Lake Park, and deny this application.

8 MAYOR DUBOIS: None of that. If you do
9 that again we are going to clear the room. I
10 asked you at the beginning to remain civil, okay?
11 Do it again, and we clear the room.

12 Right now we are asking questions of -- the
13 board will ask questions of the applicant, the
14 staff, and intervener. Are there questions?
15 Vice-Mayor.

16 VICE-MAYOR GLAS-CASTRO: I have a lot of
17 questions.

18 MAYOR DUBOIS: Okay.

19 VICE-MAYOR GLAS-CASTRO: The applicant's
20 team went through too quickly and did not answer
21 the technical questions that were required of
22 Section 75-65 of the code.

23 MAYOR DUBOIS: Will the applicant please
24 come to the microphone?

25 MR. LONG: Good evening, Josh Long.

1 MAYOR DUBOIS: Good evening. Vice-Mayor?

2 VICE-MAYOR GLAS-CASTRO: The code requires
3 that you demonstrate that there is no reasonable
4 alternate technology to accommodate the antenna to
5 accomplish the objectives of the antenna.

6 Can you go over in more detail the efforts
7 that were made to find other sites and how this is
8 the least intrusive on the community.

9 MR. LONG: Absolutely. Thank you,
10 Commissioner. Again, I apologize for the quick
11 presentation, but I'm glad you are asking
12 questions in greater detail. We covered this at
13 the PNC hearing. It came up in January, and then
14 we addressed it in February in detail.

15 The search for this area has been ongoing
16 for quite some time, and there are essentially
17 only three structures in this area that are of
18 comparable height. We have an engineer here that
19 can discuss the requirements of the minimum
20 requirements, how tall a structure is actually
21 sufficient for the coverage.

22 You have the 301, 401, 501 Buildings there,
23 and the history of T-Mobile goes back to 501
24 Building where they actually had entered into a
25 lease with that building and tried to pursue

1 something, and that fell apart. And then they
2 came back and approached the 401 Building and were
3 told they didn't want to entertain a lease.

4 So -- and John Little will discuss, you
5 know -- I believe the code says you have to make a
6 diligent effort so the applicant made a diligent
7 effort to look in this area for an alternative. I
8 believe it was during the time that the 501 deal
9 was going through that the Town had actually
10 offered to look at the marina site, and that led
11 our client down a path to looking at putting
12 something, potentially, at that marina site.

13 COMMISSIONER O'ROURKE: If I may, I want to
14 follow up with a question because it's on this
15 topic?

16 MAYOR DUBOIS: Commissioner O'Rourke.

17 COMMISSIONER O'ROURKE: Have you ever
18 considered putting the tower instead of on the
19 Lake Shore area, one block over closer to the U.S.
20 1 area?

21 MAYOR DUBOIS: The applicant can ask that.
22 I don't know what other things have been
23 entertained.

24 MR. LONG: We have a team of experts, we'll
25 get the right person up here. Just give us a

1 second to bring them up.

2 MR. KEEN: Good evening. Patrick Keen.
3 830 NW 166th Avenue, Pembroke Pines, Florida.
4 Radio frequency engineer for T-Mobile, and
5 responsible for -- member of the team of engineers
6 involved with the design and location for a tower
7 in the City of Lake Park.

8 First, we did a survey at Lake Park in 2013
9 and it was determined at the time that the marina
10 was an ideal place for a tower location based on
11 our network requirements.

12 COMMISSIONER O'ROURKE: The question was,
13 did you ever consider a tower location one block
14 west of this area?

15 MR. KEEN: I have not been involved in any
16 design considerations with that location, and I'm
17 not aware of people, engineers, having entertained
18 that either.

19 VICE-MAYOR GLAS-CASTRO: Patrick, Josh Long
20 stated there were extensive discussions at
21 planning and zoning, but I just get the summary
22 minutes. So I'm getting what was in your backup
23 and what you presented tonight, which is very
24 little.

25 In the backup there were graphics that I

1 can't interpret. It mentions something about a
2 coverage gap, but I don't understand it. So
3 unless it's presented it's useless information in
4 the backup.

5 MR. KEEN: There was an extensive report
6 delivered by the T-Mobile team outlining the
7 reasons why we need a cell phone tower here. The
8 network matrix involved are rather complicated,
9 and it's difficult to communicate some of the
10 considerations made when we determine where we
11 need a tower.

12 One of the most basic ones, is signal
13 levels. So when we describe something as a
14 coverage gap, what we are saying is that the
15 signal levels are not adequate to provide service
16 as needed by our customers, and also people who
17 would be roaming or might need to use emergency
18 services.

19 So the most basic measure that we would
20 consider would be average signal levels, and that
21 would -- so particularly in this area, the average
22 signal levels are starting around five or six
23 blocks south of here and east towards 6th Street
24 all the way across the intercostal, say from Blue
25 Heron Boulevard south to Kelsey Park in the north.

1 Those are areas where we consider to have
2 something of a coverage gap, compromised service.
3 So people who are using a phone indoors,
4 especially during busy network hours, may have
5 difficulty placing calls, maintaining calls,
6 having the adequate downloading speed with the way
7 the social networks and applications have been
8 increased in use by the public. There is a demand
9 that the services are seamless and also robust.

10 So signal level is a major concern of ours
11 and signal levels are inadequate in Lake Park.
12 You go inside a building and you won't be able to
13 make a phone call, and that's bad news for a
14 person trying to make an emergency call.

15 Other considerations in this area are
16 capacity issues. It's a relatively dense
17 residential area and the commercial areas also
18 have a lot of traffic, especially during busy
19 hours. That puts a strain on the network towers,
20 and without having something local or nearby, the
21 users, especially during busy hours, are going to
22 have problems with the service.

23 In this part of the network the towers are
24 approximately 1.52 miles apart. With the
25 introduction of the tower at the marina, we reduce

1 that to approximately 1.25 to 1.5 miles. This is
2 a much better site spacing or grid for this part
3 of the network based on our experience of how the
4 grid works.

5 So in general, those are the sorts of
6 concerns that we look at. We also look at
7 performance issues where your call drops, we call
8 it ineffective attempts. And looking at
9 downloading speeds, drag test data. That's
10 another engineer metric we submitted with the data
11 collected in a motor vehicle with an antenna on
12 the roof. It clearly shows to us, at least, the
13 engineering team, that there are areas on the road
14 with no service.

15 So a person standing in the middle of the
16 road may not be able to make a phone call. That's
17 not acceptable in modern, you know -- expectations
18 from our customers and the general public.

19 I'm not sure if that answers your question.
20 But it's a very detailed and complicated metrics
21 we look at in order to come up with location.
22 Signal level is really the basic one. That's why
23 we call it the coverage gap.

24 VICE-MAYOR GLAS-CASTRO: I guess I don't
25 understand. T-Mobile marketing shows there is an

1 excellent signal that Curtis Lyman just showed.

2 MR. KEEN: The marketing team are relying
3 on a different set of metrics. Frankly, they are
4 trying to keep up with the market.

5 We are looking at a detail set, day-to-day
6 experiences with the network. I was out on U.S. 1
7 right by Cypress Avenue earlier this evening. I
8 walked into a gas station and my signal dropped to
9 almost unusable level. So I personally know that
10 areas in this part of the network are inadequate.

11 MAYOR DUBOIS: Your name, again?

12 MR. RICHARDS: Scott Richards from RG
13 Towers. Madam Vice-Mayor, to add to it without
14 the technical that Patrick just went through. For
15 us, when we look at potential sites there are
16 three criteria; it's leasable, it's zoneable
17 (sic), it's constructible.

18 The leasable portion is already determined
19 because we have a lease option agreement with you
20 folks. So obviously, the leasable will pass.
21 With regards to zoneable per your Ordinance 74-63
22 permitting usage. And this sort of hierarchy
23 starts with facilities located on property owned
24 and controlled by the Town. So we came in and
25 that was the first criteria we met, Town property.

1 Number 2, is cell phone facilities located on a
2 campus light industrial commercial or C-4.

3 COMMISSIONER O'ROURKE: Mayor, is this in
4 response to a question?

5 MAYOR DUBOIS: Yes, it is.

6 MR. RICHARDS: I'm responding to
7 Vice-Mayor's question.

8 COMMISSIONER O'ROURKE: I'm sorry, would
9 you explain the question you are answering?

10 MR. RICHARDS: Her question regarding why
11 we couldn't move to the left is the question I'm
12 following up on.

13 COMMISSIONER O'ROURKE: Thank you. That
14 was actually my question.

15 MR. RICHARDS: Okay. So again the
16 leasable, zoneable, constructible. Leasable we
17 already addressed. Zoneable, per your own
18 ordinance, we first have to look to city
19 properties. We did so. On Route 1 there are no
20 campus light industrial public buildings that are
21 viable on either setbacks or lack of land to
22 construct a tower to setbacks. That's how we came
23 up with this site as a viable location.

24 MAYOR DUBOIS: Vice-Mayor.

25 VICE-MAYOR GLAS-CASTRO: Per the code, what

1 efforts have you made to co-locate or to use
2 existing tower structures to -- or alternate
3 technologies, such as DAS that's becoming more and
4 more available?

5 MR. RICHARDS: Again, going back to the
6 first part of the question on attempting to
7 co-locate existing structures, we did try to --
8 T-Mobile tried to on Building 501 back in 2008.

9 VICE-MAYOR GLAS-CASTRO: 2008?

10 MR. RICHARDS: Correct. That had gone
11 through with an application for that building, and
12 that was apparently rejected in the end. Number
13 2, the height criteria as laid out by our client,
14 T-Mobile, they need to have a minimum height of
15 110-foot tower. So none of the buildings, even if
16 they were interested, really met that height
17 criteria.

18 VICE-MAYOR GLAS-CASTOR: Can other towers
19 be modified to increase coverage?

20 MR. RICHARDS: Patrick, I'm not sure if you
21 could address that question regarding height and
22 other heights.

23 MR. KEEN: The height of the other tower
24 could not be increased within a reasonable
25 engineering requirement. It would have to double

1 the height of the tower to extend its footprint by
2 100 percent. That's not realistic.

3 VICE-MAYOR GLAS-CASTRO: One of the
4 graphics in the backup showed like a radius, I
5 assume that's the coverage, the service area, but
6 most of that service area was outside of the Town
7 of Lake Park. So I still have a question as to
8 how the proposed tower serves the residences and
9 businesses of Lake Park consistent with Section
10 74-65.

11 MR. KEEN: It's going to improve the
12 service dramatically. At the very least a
13 three-quarter mile radius around Lake Park Marina
14 and expanding further depending on the local
15 areas. Is it buildings? Is it a park? Is it
16 open spaces? Residential? So we are looking --
17 our target is approximately 1.25 miles of improved
18 coverage surrounding Lake Park Marina. So there
19 is a substantial coverage gap in Lake Park.

20 VICE-MAYOR GLAS-CASTRO: Pursuant to
21 Section 6409, if approved and built, the tower
22 would be eligible for 10 percent increase. So 10
23 percent on a 125-foot tower is another 12.5 feet
24 in height. Also, the ground equipment will be
25 subject to a similar increase.

1 So I have a concern that you're proposing a
2 125-foot tower when in reality it's going to be a
3 137-and-a-half-foot tower.

4 MR. RICHARDS: We, in regards to designing
5 the tower and manufacturing it, we are going to
6 design it for 125-foot, period. We are not
7 looking to do any increase in the height.
8 T-Mobile may have interest of other carriers to
9 come on as well, they realize the height
10 limitation that all can build. So each carrier
11 occupies roughly 10 feet vertical space.

12 So T-Mobile would be 125 to 115. Carrier
13 Number 2, be it Verizon or AT&T would be 115 to
14 105. So the carriers all realize the height
15 limitations that the most we are seeking for
16 approval is the 125-footer.

17 In regards to the ground space, Vice-Mayor,
18 I'm glad you brought that up because as far as the
19 staff report we, as you know, a year ago came
20 before you to increase -- initially, the ground
21 space was 250 square feet, which is the footprint
22 required for T-Mobile. We, knowing the interest
23 of at least a second potential or third carrier,
24 went ahead and amended with you folks that extra
25 ground that is now 750.

1 Going forward, it's our intention to fit up
2 to three carriers in that 750 square feet. We can
3 limit carrier Number 2. They may come in and say
4 we'd like to have 500 square feet of ground space,
5 but we have the ability to tell them you only have
6 200 square feet. They can come up with an
7 alternate equipment design to reduce their
8 footprint.

9 So the 750 square feet we currently have
10 isn't just two dimensional, if you will, to
11 accommodate just two carriers. It can potentially
12 accommodate a third carrier. And at the end of
13 the day, it's designed for four carriers, but at a
14 minimum we feel we can get at least three carriers
15 put in there, potentially a fourth.

16 Another option without looking at the code,
17 these are post-approval construction issues, but a
18 lot of the cities allow us to stack vertically.
19 So in the event that we have three carriers 750
20 square feet deep. The fourth carrier comes in and
21 instead of going to you folks and expanding the
22 footprint of 750, we could entertain stacking
23 vertically on top of T-Mobile's equipment if you
24 will. And build it out in that regard.

25 VICE-MAYOR GLAS-CASTRO: The intervener's

1 expert provided documentation as to potential
2 lightning damage, GPR damage, is the word he used.

3 I have a concern about now the GPR damage
4 as well as any electromagnetic interference that
5 the tower may have on marina equipment, the boats
6 in the area. Is your expert able to enlighten us
7 on this?

8 MR. RICHARD: Well, Patrick is a radio
9 frequency engineer not an electrical engineer.
10 But in discussions with my general contractor, who
11 is an electrical engineer, a couple of things.
12 First and foremost, on the website of Mr.
13 Duckworth, they define in red bolds on their home
14 page special grounding at wireless towers will
15 prevent 99 percent of all lightning damage.
16 Interesting comment.

17 Number 2, in regards to the ground rods, et
18 cetera, per my GC, the grounding that we use for
19 the carrier for the co-locating will also be tied
20 into the tower ground ring. We will easily exceed
21 200 feet of buried grounding conductor. We could
22 increase the grounding with chemical and other
23 means if that was required, we could do so.

24 Number 2, what I thought was interesting,
25 the point of equipment damage and the effect

1 potentially. Again, referring to the tower right
2 outside Town Hall here. Number 1, that tower is
3 brought up against the police building. The
4 equipment is inside the police building. And a
5 tower, again, that's under 200 feet from where we
6 all sit today could affect all the computers and
7 such in your Town Hall.

8 So I find it curious that it comes up as a
9 concern over there, but here, for over 20 plus
10 years the tower has been up. I'm not sure, I'd
11 have to ask you folks, has there been any damages
12 from this tower causing any havoc to any
13 electronic equipment? Because that's been there
14 for 20 plus years. That's pretty much what I can
15 tell without being an electrical engineer.

16 MR. LITTLE: Mr. Mayor, in response to the
17 Vice-Mayor's request, may I add two more items?

18 MAYOR DUBOIS: Yes.

19 MR. LITTLE: First, we were advised today
20 of the materials, literally today, the attachment
21 for what was the intervener's material, which
22 contains the issue you were asking about. We were
23 told that this morning. So that's the first time
24 we saw that. That PDF link was not with the other
25 materials. So again, we apologize for not having

1 someone here today. We literally found out about
2 it today and the engineer is not here in the
3 Continental United States.

4 Number 2, I would point out that in Section
5 74-65, Subsection 15 of the code as well as
6 Subsection 20, that provides that prior to the
7 issuance of a building permit to construct the
8 antenna or tower, the owner or applicant shall
9 provide the Town the licenses and certifications
10 from the state and federal local agencies. And
11 also, to ensure structural integrity and details
12 the codes and provisions that must be brought in
13 compliance with. That's in the context of the
14 building permit per your code.

15 And secondly, under Section 20 of the code,
16 the operator shall submit a report to Town
17 certifying structural and electrical integrity on
18 at least an every two-year basis, and that's part
19 of your code requirements here. And it also says
20 you may conduct periodic inspections of the
21 facility at our expense to ensure construction and
22 electrical in compliance with the articles, but
23 those requests can't come by more frequently than
24 once a year.

25 So again, I would respectfully suggest this

1 portion of what the intervener is arguing, to the
2 extent that it has any relevance, come into
3 context with building permit aspects and those
4 provisions of the code as opposed to the site plan
5 application that we are dealing with.

6 Lastly, Mr. Mayor, before we sit down, I
7 would like our RF engineer to put his credentials
8 on the record. He sort of jumped here and started
9 answering questions. I would like to put that on
10 the record for you so you will have the benefit of
11 his expertise when that time comes and we finish
12 answering the questions.

13 MAYOR DUBOIS: All right. Vice-Mayor, do
14 you still have questions?

15 VICE-MAYOR GLAS-CASTRO: Question for
16 staff. I understand this is within the special
17 flood hazard area. What considerations have been
18 given to elevation and equipment that would be
19 placed on the ground in light of that?

20 MS. DITOMMASO: Yes, I did bring that to
21 our consultant engineer's attention. He did not
22 comment as it being an issue in his response to
23 the Town.

24 VICE-MAYOR GLAS-CASTRO: I have comments
25 when we get to that section.

1 MAYOR DUBOIS: Okay. Commissioner Lynch,
2 do you have any questions?

3 COMMISSIONER LYNCH: I have questions,
4 probably for Patrick.

5 MR. KEEN: Per the request of my attorney,
6 I'm Patrick Keen. I'm a radio frequency engineer.
7 I've been doing this kind of work for about 20
8 years now, which includes deciding locations for
9 new cell phone towers and the configurations of
10 the antennas, and the power levels of the
11 equipment. I have a degree from Rutgers
12 University in electrical engineering. I've also
13 spent six years in the military working on radar
14 systems. So I have a relatively general good
15 knowledge of radio propagation. Those are my
16 qualifications.

17 MAYOR DUBOIS: Thank you.

18 COMMISSIONER LYNCH: I have a couple of
19 practical questions. Do you know how many, if
20 any, complaints were called into T-Mobile about
21 dropped calls?

22 MR. KEEN: For the purposes of this
23 application, we prepared a few graphics and some
24 numbers regarding dropped calls, specifically,
25 among other metrics. So for instance, for the

1 period of December 12th to January 12th, the tower
2 that serves this area, which is northwest of Lake
3 Park, experienced more than 7,000 dropped calls in
4 that month. So it's not always easy to determine
5 where the dropped call happened. It often comes
6 from the end of the coverage footprint.

7 COMMISSIONER LYNCH: So 7,000 dropped calls
8 in a month.

9 MR. KEEN: Yes.

10 COMMISSIONER LYNCH: And that's attributed
11 to what?

12 MR. KEEN: In situations like this it's
13 often attributed to power levels on phone, driving
14 away from the serving tower. As the signal gets
15 lower and lower, the phone has to transmit back to
16 the tower and the phone loses power. Another
17 consideration is that during busy hours of the
18 network, the capacity straight on the existing
19 serving tower becomes too great and starts
20 dropping calls.

21 COMMISSIONER LYNCH: Okay. Thank you.
22 There are often comparisons made to the proposed
23 tower and this tower right next door to us. Would
24 they be the same kind of tower?

25 MR. KEEN: Physically, you mean?

1 COMMISSIONER LYNCH: No, in terms of
2 electromagnetic output, that type of thing.

3 MR. KEEN: Actually a stealth tower is
4 something of a compromise. It allows less
5 equipment to be put near the antennas. So in
6 general, if we can put more or put our radio near
7 the antenna --

8 COMMISSIONER LYNCH: I'm sorry, I lost
9 that. Say it again, please.

10 MR. KEEN: In general, if we can put more
11 equipment, specifically, radio, transmitters, and
12 receivers closer to the antenna, that's
13 advantageous to our network design. It allows
14 more propagation and a larger coverage footprint.

15 COMMISSIONER LYNCH: So the proposed tower
16 would be even more powerful than the tower we have
17 right next door.

18 MR. KEEN: It's actually the flip of that.
19 It would be less capable -- the power level would
20 be lower transmitted in general.

21 COMMISSIONER LYNCH: From the proposed
22 tower?

23 MR. KEEN: On the proposed.

24 COMMISSIONER LYNCH: Okay. How will the
25 tower be grounded? There was much concern about

1 that from the presentation of Mr. Lyman and also
2 the report. How is it grounded?

3 MR. KEEN: That's not my area of expertise.

4 COMMISSIONER LYNCH: Anybody here can
5 answer that question? Anybody else?

6 MR. RICHARDS: Again, Scott Richards, RG
7 Towers, nonelectrical engineer, but --

8 COMMISSIONER O'ROURKE: I would object to
9 that testimony if he is not an expert in this
10 area.

11 COMMISSIONER LYNCH: Yeah, I'm looking for
12 someone to describe how the tower is grounded,
13 it's of great concern.

14 MR. RICHARDS: I would reply the same as
15 the reply from my e-mail. As my legal counsel
16 said, we just got this information this morning
17 about the lightning rods, and my general
18 contractor, he told me everything I recited from
19 my contractor, who is an electrical engineer.

20 COMMISSIONER LYNCH: I think this needs to
21 be explored, again, because of the testimony that
22 was given, and also because I, myself, would be
23 very concerned if --

24 MAYOR DUBOIS: Let's keep it just to
25 questions at this time. Anything else?

1 COMMISSIONER LYNCH: Not at this time.

2 Thank you.

3 MAYOR DUBOIS: Thank you. Commissioner
4 Flaherty.

5 COMMISSIONER FLAHERTY: My first question
6 is, you spoke about building quite a few towers in
7 the Palm Beach County area. I was just curious
8 about where those towers were constructed.

9 MR. RICHARDS: Sure, Commissioner. We
10 built two towers in the Village of Greenacres as
11 well as Lantana. All three of those were on
12 city-owned properties.

13 COMMISSIONER FLAHERTY: Residential?
14 Commercial?

15 MR. RICHARDS: In Greenacres, one is at
16 City Hall. The other is at IB Park if you know
17 that, near the John Leonard High School, at a
18 baseball field. We took down an existing light
19 pole and replaced it with 75 light poles, built
20 150-foot tower, put the lights back at 75. The
21 lantana one is at their Town Hall Police
22 Department location. So yes, residences on all
23 three of those.

24 COMMISSIONER FLAHERTY: Define G-network.
25 How does that affect your tower? I know they are

1 in the distance, probably a year or two years or
2 three years out, but what would happen with a
3 tower like yours if 5G was to roll out?

4 MR. RICHARDS: Sure, I'll start that and if
5 I miss anything, Patrick can straighten me out
6 with that. All the carriers are going through a
7 morphing of updating their equipment from LT, 4G,
8 LTE.

9 So what happens on the front end is we
10 design our towers, we are given a molding of what
11 they propose to put on the tower now and in the
12 future. And we design the towers to accommodate
13 the future growth. So down the road, the carriers
14 will go to 5G and 6G after that, they will come up
15 with -- they may already have some thoughts of
16 redesign so they'll probably have new antennas and
17 new methods that will, basically -- as you know as
18 fast as technology is moving, antennas that go up
19 today may not necessarily be good tomorrow.

20 They will come back and say, we are going
21 to replace the existing tower and ground equipment
22 with that as long as we, the designer of the
23 structure, accommodate that future loading then
24 there will be no issues for us to deal with.

25 In the rare instances -- we haven't done it

1 yet, but there are tower firms that were designed
2 back in the '80s and '90s. Now they have to do
3 what's called a modification to that tower. They
4 have to structurally modify it at quite a bit of
5 cost. But everything we have been building over
6 the past four years is taking into consideration
7 the future of 5G and 6G and the loading that will
8 go down.

9 COMMISSIONER FLAHERTY: My last question
10 was about just the footprint. There was a slide,
11 it had on the right, it said, compound plan and I
12 couldn't see on there where the 750 feet is. Was
13 that all between the bushes and the shrubbery?
14 Does that include the 750 feet? That one. The
15 compound on the right. I noticed that rectangle
16 shape coming off the ground there. Does that
17 represent an area that would be needed?

18 MR. RICHARDS: Starting here, Commissioner,
19 this is the entryway, the gates. This is showing
20 the gates, obviously, swinging outward there.
21 This is the delineation of our lease agreement.
22 This is 750 square feet. You asked to show in the
23 future if we add more carriers, where will they
24 go. So that's here at this point. But as I
25 mentioned earlier it's our goal to try to work

1 with three or four carriers inside the 750 square
2 feet.

3 COMMISSIONER FLAHERTY: Okay. So that does
4 represents the possibility of expanding there,
5 though.

6 MR. RICHARDS: Up in here, correct. I
7 can't say either, but I know this is where we were
8 asked to show future areas. We show that
9 750 square feet without intruding anything on
10 where we could potentially increase the footprint.

11 COMMISSIONER FLAHERTY: My other questions
12 were, I was curious as to exactly how many Lake
13 Park residents were calling about dropped calls.
14 I don't know if you guys included that in your
15 numbers. And then I have questions about the
16 lightning as well, but I think we kind of beat
17 that up enough.

18 MR. RICHARDS: Patrick, do you have
19 anything to add of Lake Park residents and dropped
20 calls?

21 MR. KEEN: The engineering team doesn't
22 look at particular phone numbers, we don't have
23 access to that personal information.

24 COMMISSIONER FLAHERTY: That would have
25 been a good one to bring.

1 MR. KEEN: It has to do with privacy
2 concerns.

3 COMMISSIONER FLAHERTY: Thank you.

4 MAYOR DUBOIS: All right. Just a point of
5 order and clarification regarding some of the
6 questions. Each one of the presenters only has
7 15 minutes according to the code, I've been
8 advised by the Town attorney. So if applicant
9 presenters went by quick, they were required to
10 keep it within 15 minutes. We have extended an
11 extra three to five minutes for rebuttals. The
12 15 minutes include rebuttal, but we have extended
13 three to five minutes in fairness to all the
14 presenters and trying to get as much information
15 as we can.

16 My questions are technical in nature
17 regarding lightning strikes and the IEEE. So
18 therefore, if none of the staff here is capable of
19 answering those within the amount of grounding
20 that's required and how deep you have to go to
21 actually ground the equipment, then I can't take
22 an answer from anybody who is not -- doesn't have
23 the qualifications to give those answers.

24 MR. RICHARDS: Right. If I may, Mr. Mayor,
25 I'd like to submit a document, e-mail from my

1 electrical engineer, my general contractor, what I
2 read prior that states that the ground rings will
3 be co-located on the site, and will tie to the
4 tower ground ring, and will reach 200 feet of
5 buried grounding. Additionally, we could increase
6 the grounding with chemical rods and other means.
7 We are willing to do what your consultant
8 mentioned.

9 MAYOR DUBOIS: Okay. Very good. So in
10 order to achieve the type of grounding that
11 Engineer Duckworth referred to, you would be able
12 to accommodate that.

13 MR. RICHARDS: Correct.

14 MAYOR DUBOIS: To some extent. In his
15 papers he says it's not possible. My guess is you
16 can ground anything to some extent. Can you
17 ground anything? I can't ask it because there is
18 no -- so there's been some discussion by the
19 intervener on property value. Do you have any
20 studies that you would like to present regarding
21 property values?

22 MR. LITTLE: Mr. Mayor, no, we don't have
23 any studies, and any of the statements that have
24 been made so far would not qualify as competent
25 and substantial evidence on that issue.

1 Certainly, the case law is clear that any
2 issues of alleged property value impact to health
3 and environmental issues are not properly
4 considered from a legal standpoint. But no, we
5 don't have that as a criteria in your codes to
6 submit information on that. Everything that's
7 been said so far is simply speculation as it
8 relates to this property or this locale.

9 MAYOR DUBOIS: So referring to property
10 values is not -- is part of the federal statute?

11 MR. LITTLE: To the extent somewhere -- and
12 there are cases that speak to this -- to the
13 extent that there are attempts to tie impacts on
14 property values to concerns about health related
15 issues, EMF or any of these other things that you
16 heard, those are not properly considered because
17 that's effectively factoring in the issues that
18 are federally preempting.

19 MR. BAIRD: Mr. Mayor.

20 MAYOR DUBOIS: I'm just asking questions.

21 MR. BAIRD: Those are legal arguments being
22 made. Those are reserved for rebuttal.

23 MAYOR DUBOIS: That was the question that I
24 have. Everybody asked questions.

25 Regarding 74-63 of the code that's referred

1 to by our staff as being one of the objectionable
2 items, did you have any -- what was does that mean
3 to you? What does that objection mean to you in
4 the code? Did you receive the full packet? Did
5 you only receive the full packet this morning?

6 MR. LITTLE: The portion from the
7 intervener is what we received this morning. I'm
8 sorry, Mr. Mayor, one more time? The provision
9 you are asking about is?

10 MAYOR DUBOIS: 74-63 that was referred to
11 by staff.

12 MR. LITTLE: 74-63?

13 MAYOR DUBOIS: Nadia, was that it?

14 MS. DITOMMASO: Yes.

15 MR. LITTLE: Mr. Mayor, I would suggest
16 that 74-63, Subsection 8(1), which is permitted
17 uses directly tie to what was already decided in
18 the lease was presented into by the Town, and that
19 is the telecommunications facility located on
20 property owned, leased or otherwise controlled by
21 the Town provided that a lease authorizing a
22 telecommunications facility has been approved by
23 the Town Commission. That's what that provision
24 provides for.

25 And the requirements for indemnification

1 insurance at 74-70 has been met. And again,
2 staff's report indicates those have been met.
3 Although, there is a recommended provision by the
4 staff about workers' comp, which is not
5 specifically in that 74-70, but they noted that.
6 So clearly, this Section 74-63 completely ties in
7 with the decisions on 5-0 vote by this council in
8 2014.

9 MAYOR DUBOIS: Nadia -- you can remain
10 seated there -- that was one of the objectionable
11 items, 74.63; is that correct?

12 MS. DITOMMASO: 74-63(d) was mentioned in
13 the recommendations just to the effect where
14 substantial evidence needs to be presented --
15 written evidence needs to be presented to support
16 the recommendation. 74-65, I just looked up
17 Subsection 6 under aesthetics was used as a basis.
18 74-65, Subsection 6.

19 MR. LITTLE: E.

20 MAYOR DUBOIS: That was given by -- how
21 would you respond to staff's comment on that?

22 MR. LITTLE: For the record, that's 74-65,
23 Subsection 6(e). And that provision provides a
24 tower or antenna site. The design with
25 communication facilities shall, to the maximum

1 extent possible, use materials, colors, textures,
2 screening, and landscaping that will blend them
3 into the natural setting surrounding buildings.

4 Our response to that would be this. This
5 stealth tower design with the yard-arm, which was
6 shown as attachment to the first lease and to the
7 amended lease in 2015 was designed in a way -- and
8 the open issue of whether you would want flags to
9 be placed upon it or not, sort of tie in to a
10 sailboat marina. Again, that is to the maximum
11 extent possible taking a stealth tower with the
12 yard-arm and with the use of flag as directed by
13 this commission to tie into that marina
14 neighborhood.

15 I would respectfully submit than certainly
16 that is a better blend than the tower that's right
17 outside here that was just approved on another
18 long-term lease, which has a lot of those antenna
19 equipment that were up top. And that's what those
20 devices are, and that's why that's a stronger
21 tower than the stealth tower because it doesn't
22 have all that up there.

23 So I would submit that given that tower and
24 versus this yard-arm tower that's designed to look
25 like a sailboat as best as anyone can do this. We

1 have seen them do, you know, make it look like big
2 trees. We have seen those from the interstate.
3 This one was designed to mix into the marina. So
4 again, it says to the maximum extent possible, and
5 I think that's what's happening here. So I think
6 it would absolutely comply.

7 MAYOR DUBOIS: Next question is for your
8 engineer regarding directing directional -- the
9 directing of the radio waves from the tower. I
10 had read the intervener's information that the
11 radio waves can be directed in a tower on an
12 omni-directional. Is that true?

13 MR. KEEN: Yes. In general, the towers are
14 designed with what's called a quasi-omni pattern
15 where we have antenna with directivity pointing in
16 360-degree circles. We can have six antennas on a
17 site, each antenna with a 33-degree rate spaced
18 every 60 degrees. So when you backup -- when you
19 get a plot it looks almost like a circle, but it
20 is providing directivity with the signal.

21 MAYOR DUBOIS: In that array, would there
22 be transmitters directed towards the -- I guess I
23 would call it the northern shoreline?

24 MR. KEEN: Well, I can speak specifically
25 for this tower, we are proposing four directions.

1 MAYOR DUBOIS: All of the directions then.
2 The northern shoreline would be included in there.

3 MR. KEEN: Yes.

4 MAYOR DUBOIS: I see. I think that's all I
5 have. With that there are no further questions.

6 COMMISSIONER O'ROURKE: I haven't had a
7 chance to ask questions. I asked one question as
8 a followup.

9 MAYOR DUBOIS: Commissioner O'Rourke.

10 COMMISSIONER O'ROURKE: Thank you. Good
11 evening. It's my understanding you do not have an
12 electrical engineer here tonight; is that correct?

13 MR. LITTLE: That is correct as we just saw
14 these materials this morning about 10.

15 COMMISSIONER O'ROURKE: Okay. So when you
16 are saying that you just saw the materials this
17 morning, this was something you didn't consider
18 before.

19 MR. LITTLE: No, we considered all the
20 aspects of your code under 74-65, and have applied
21 those. Your consultants have looked at this and
22 have not raised this issue that the intervener has
23 rejected here at the last moment. And has -- your
24 consultants have not raised, again, as I pointed
25 out --

1 COMMISSIONER O'ROURKE: When you say
2 consultant, you mean our staff?

3 MR. LITTLE: Your staff hired outside
4 consultants who included engineers. So none of
5 those issues were raised in this dialogue that
6 went back and forth between the applicant and
7 staff in that regard. It's come up here with
8 intervener's materials, which again, it's a letter
9 report that's been provided to us today.

10 I did want to make the point, though, that
11 in the code 74-65, Sections 15 and 20, it does
12 speak to issues like this, since you want to put
13 it in that category, and to do that in the context
14 of a building permit as opposed to a site plan
15 application.

16 COMMISSIONER O'ROURKE: Would you agree --
17 wouldn't you agree that the site application
18 requires that you not engage in an activity that
19 would be detrimental to residents? I'm not, by
20 the way, discussing any issues with regards to
21 health and safety issues or any issues regarding
22 radio frequency.

23 MR. LITTLE: Understood. I believe the
24 application does, and I don't think that's an
25 issue that your staff and consultants have

1 raised --

2 COMMISSIONER O'ROURKE: It could be a
3 safety issue, correct?

4 MR. LITTLE: Again, from a due process
5 standpoint, we are thought of applicant in a bad
6 situation from a due process standpoint because we
7 were informed this morning of the existence of
8 this material. We don't have someone here to
9 testify who I can cross-examine. We have a report
10 that's been put in, and we have given you and
11 submitted into the record a response from our
12 electrical engineer who explained how they are
13 going to do the grounding, and what can
14 additionally be done in his opinion that's better
15 than the 200-foot suggested by the intervener's
16 expert.

17 Again, within the time parameters that we
18 have been afforded, we tried to provide this
19 commission with the best information we can.
20 Again, I was also making the point about the
21 building permit aspect.

22 COMMISSIONER O'ROURKE: With due respect,
23 though, Mr. Little, the question of the safety of
24 the residents is in the ordinance itself, is it
25 not?

1 MR. LITTLE: It is. And --

2 COMMISSIONER O'ROURKE: If I may, to
3 followup. I'm trying to get, specifically, to
4 something that concerns me.

5 When you had proposed the cell tower in
6 this location, logic would require that you look
7 at the safety, electrical safety, of this project
8 considering that you are on the water and that
9 water, salt water, conducts electricity. I mean,
10 this is not something that an engineer needs to
11 know. As a result of those concerns, that should
12 have been part of your presentation, but it's not.

13 MR. LITTLE: I would -- now that I have the
14 code here in front of me I'm looking at your
15 provision of 74-65. The only provision by which
16 this issue you are raising is addressed it's in
17 74-65, Section 15, which is the one I mentioned,
18 that has to do with building codes and safety
19 standards. That's what it's called. That's the
20 one provision that deals with this. In that
21 provision it says, prior to the issuance of the
22 building permit to construct -- and it lays out
23 the factors -- and Section 20 talks about --

24 COMMISSIONER O'ROURKE: I'm sorry, can you
25 tell me what section? I'm trying to find it here.

1 MR. LITTLE: Yes, sir. It is your code
2 Article 3, Section 74-65, subsection 15.

3 The other provision is Subsection 20. When
4 you asked me the question that the codes speak to
5 the issue of safety standards, my answer was yes.
6 And again, pointing out that the provision that
7 deals with that is in that Paragraph 15, which
8 talks about building code and safety standards,
9 and it addresses it prior to the issuance of the
10 building permit.

11 And again, we are here on site plan
12 application. That's why I say what we have
13 presented here, our application complies with your
14 code, and staff has not raised and their
15 consultants have not raised this issue. It's
16 coming by the intervener. We have done the best
17 we can to give you the information within the
18 hours that we've had to respond.

19 So I'm trying to be helpful to the
20 commission. I understand and respect the
21 question, but I do think that this is addressed in
22 the building permit as opposed to site plan. We
23 also have a pretty difficult due process situation
24 here as the applicant because of the consideration
25 of this issue within hours of this meeting.

1 MAYOR DUBOIS: Commissioner O'Rourke, are
2 you --

3 COMMISSIONER O'ROURKE: There was another
4 section of the ordinance that addresses the
5 criteria and that development should not
6 negatively impact the adjacent natural system.
7 Are you familiar with that?

8 MR. LITTLE: Commissioner, I believe that
9 criteria you are asking me about is one of the
10 three that your staff has overlaid, not based on
11 your code, but based upon their view of additional
12 criteria that ought to be considered by you.

13 If I'm misspeaking and there is a specific
14 code provision of 74-65, I do apologize. But my
15 understanding of what was presented by staff is
16 those would fall on those three items they were
17 saying you should also consider. I'll leave it to
18 your town attorney to render a legal opinion on
19 that.

20 Again, the reason that applicants have
21 criteria that they follow in an application and
22 the rules are laid out in the code is so you know
23 what you are supposed to bring forward to help an
24 elective body make a decision. So when additional
25 things that are not part of something that you, as

1 the legislative body, have adopted as the rules
2 and regulations and not laid in here, there are
3 some constitutional and legal issues that I will
4 leave to your very able counsel to address.

5 MAYOR DUBOIS: Mr. Town attorney.

6 MR. BAIRD: Let me disagree respectfully
7 with my colleague. The items he is referring to,
8 staff addressed as the general site planning
9 principles would only be applied with respect to
10 any site plan. Staff explained today during the
11 presentation to you, and the reason why they were
12 doing that because there was not a specific
13 criteria set forth in the code because it's a
14 master plan community, and this is a site that's
15 coming in, it's outside the, basically, the master
16 plan.

17 What they recited to you, the three items
18 that Nadia recited to you were general site
19 planning principles that professional planners do
20 when they evaluate site plans and applications.

21 COMMISSIONER O'ROURKE: Were those under
22 the area of the Town's goals and statements?

23 MR. BAIRD: I believe those were different.
24 Those were general planning principles that
25 professional planners use when evaluating a site

1 plan. Staff had separate findings with respect to
2 their evaluation of whether the development
3 application was consistent with the goals and
4 objectives and policy of the comprehensive plan,
5 and they set that forth in the staff report.

6 MAYOR DUBOIS: Thank you, sir.

7 MR. BAIRD: You are welcome.

8 COMMISSIONER O'ROURKE: Under those
9 provisions of the Section 2, where it considers
10 the health impact, and what I'm talking about here
11 is consistency of the Town's land development
12 regulations for telecommunication towers under
13 Chapter 74, and it addresses a question with
14 regard to -- I have -- I'm looking at the staff
15 record here. That's where I drew my attention,
16 under Subsection 2, it says, health impact. And
17 it says -- it basically says that you should
18 consider the health impact of the cell tower.

19 I'm suggesting that if electrocution is a
20 safety concern of residents then why have you not
21 addressed that issue?

22 MR. LITTLE: Again, Mr. Commissioner, if we
23 are looking at the staff report here, health
24 impact, Number 2.

25 COMMISSIONER O'ROURKE: That's exactly

1 where I'm looking. We are on the same page.

2 MR. LITTLE: Yes, sir. And what it says
3 here, as I understand the staff report is that
4 certain residents have raised information
5 regarding health impacts of the towers. They
6 submitted these for the commission's
7 consideration.

8 The applicant produced and submitted
9 documentation as part of the agenda packet,
10 highlighting the Telecommunications Act of 1996
11 preempted the Town from using this as a basis for
12 denial. So again, that preemptive area --

13 COMMISSIONER O'ROURKE: Are you trying to
14 tell me now that if there are other considerations
15 besides radio frequency waves that we should not
16 consider the health impacts of our residents?

17 MR. LITTLE: What I'm saying is what the
18 Act speaks to. It's addressed in the Act, and I'm
19 afraid you and I are talking past each other, and
20 I'm trying to answer your question.

21 COMMISSIONER O'ROURKE: I understand your
22 position. You seem to be trying to go back to the
23 radio waves. I'm concerned about the electrical
24 problems. I'll just leave it at that because I do
25 have one other questions.

1 The other is the aesthetics and the way
2 this project is supposed to appear. You say that
3 because of the stealth nature of the tower, it
4 would not interfere with the aesthetic of public
5 parking in the marina area, right? That's pretty
6 much your position.

7 MR. LITTLE: Mr. Commissioner, I was
8 answering that question as it relates to the
9 Mayor's question about whether or not we comply
10 with 74-65 6(e). And the aesthetic provision
11 there is to the maximum extent possible. And it
12 tells you the type of things you are supposed to
13 do to try to make it to the maximum extent
14 compatible with that area.

15 What I was explaining is that stealth tower
16 with yard-arm with the ability to put flags on it
17 was designed in a way to try to blend in, if you
18 would, with a marina that has many sailboats.

19 COMMISSIONER O'ROURKE: Well, the code said
20 to minimize adverse visual impacts associated with
21 unnecessary proliferation of the antenna tower and
22 the existing structures.

23 My concern about existing structures -- I'm
24 not so much wondering about the tower because you
25 seem to think the stealth nature of it takes that

1 problem away. I'm concerned with the structure
2 that goes along with it.

3 You told us recently or earlier that if you
4 have a co-locator on that tower, it may require
5 stacking. That would bring the height of the
6 equipment to an area that would interfere with the
7 aesthetic, beauty of our community's marina --

8 MAYOR DUBOIS: Would you please put your
9 concern in the form of a question?

10 COMMISSIONER O'ROURKE: -- and that would
11 have an impact with the aesthetic of the marina.
12 Would you agree or disagree with that?

13 MR. RICHARDS: I'm not sure of the question
14 you are asking. You can please repeat?

15 COMMISSIONER O'ROURKE: Let me ask it this
16 way. Would stacking equipment over other
17 equipment affect the aesthetic nature of the
18 marina?

19 MR. RICHARDS: I guess that's a subjective
20 opinion. We have a 125-foot tower. Likewise, the
21 existing equipment pads that were in there would
22 be roughly anywhere from four to six feet high.
23 So I don't want to -- potentially down the road,
24 we are not there yet, if 3 or 4 came in -- and I'm
25 not sure if your ordinance or if your code even

1 allows that stacking.

2 What I'm saying for sure is that it stacks.
3 So we have 6-foot will be 12 feet, potentially 10
4 to 12 feet if we were to stack another equipment
5 for another carrier. But again, I'll first call
6 to see if they are able to fit the size of the
7 ground.

8 COMMISSIONER O'ROURKE: But according to
9 your contract that you believe -- that option that
10 you believe allows for that, you just stated to me
11 that it would allow 12 feet high of stacking; is
12 that correct?

13 MR. RICHARDS: No, I stated I'm not sure
14 what ordinances are. I would have to research
15 into your ordinances. I was referencing that
16 other municipalities we have been through do allow
17 equipment to be vertically stacked on top of each
18 other.

19 I have not read into Lake Park's ordinances
20 to see -- that is not a concern at this point.
21 That's down the road if potentially 10, 3 or 4
22 needed more space and they wanted to go outside
23 the lease area.

24 MR. LITTLE: Mr. Commissioner, to answer
25 your question, the stacking issue is, of course,

1 at the ground level, you know, nothing would
2 change up top. It's at the ground level. And the
3 point that was being made by Mr. Richards was
4 if -- it was suggested you would have to expand
5 the footprint in order to add 6-foot ground level
6 equipment to add a different carrier.

7 The only point he was making is that there
8 are some locations that have allowed to be
9 stacked. So you have 12-foot from the ground.
10 But again, that's a matter that would have to be
11 brought back to the commission for approval.
12 That's not something we say we have a right of.
13 That was our only point.

14 If you allowed it to be added, again, under
15 our lease you would share 50 percent of the
16 revenue to that addition to allow a new co-locator
17 on that tower.

18 MAYOR DUBOIS: If that answers all of your
19 questions, we'll move on to public comment.

20 COMMISSIONER O'ROURKE: No further
21 questions.

22 MAYOR DUBOIS: Thank you, sir.

23 MR. LITTLE: Thank you, sir.

24 MAYOR DUBOIS: All right. Thank you very
25 much to the intervener, the staff, and the

1 applicant for your presentations. We will move on
2 to public comments.

3 There are 33 cards at three minutes each,
4 you do the math. Anyone who would care to waive
5 their time in favor or opposition to the item, you
6 can come to the podium and say so, and that will
7 move things along a little bit.

8 I have these numbers. What I'll do is I'll
9 ask you to come up, and I'll try to get the next
10 person, I'll tell you, you are on deck. I try to
11 get most of those, but I usually forget one or two
12 of the you-are-on-deck calls. So first, Robert
13 Shelton. On Deck Bunts.

14 MR. SHELTON: Good evening, I'm Robert
15 Shelton. I live at 501 Lake Shore Drive in Lake
16 Park. I do not object to cell phone towers
17 because everyone in this room probably carries a
18 cell phone. But I strongly object to the way they
19 are trying to put it in the marina, which is the
20 crown jewel of Lake Park. I've talked with a lot
21 of other sailors about that, and if that tower
22 goes in that would be demise of the marina.

23 Good luck trying to safely ground 2 million
24 volts when it's hit by lightning and the ground is
25 saturated with salt water. I mentioned that last

1 week, but I don't have time to go into it now.
2 And I probably don't have time to go into the
3 boats that's in the marina, it will drive the
4 boats out of there, and we'll wind up with a dead
5 marina with one big cell tower, and we'll have a
6 negative cash flow with the marina out.

7 We finally got that marina loaded and we
8 should be making good money on it. If the Town
9 doesn't, we need a new marina director. That's
10 about all I have. My career is in electronics. I
11 was a government engineer. I worked for nuclear
12 submarines in my career. I'm well versed in
13 electronics. I don't have the time to question
14 some of these things that have been stated
15 earlier, and I only have three minutes, and it
16 goes by. So I'll leave it at that. Thank you.

17 MAYOR DUBOIS: Thank you, Mr. Shelton.
18 Gena Bunts. On deck Diane Bernhard.

19 MS. BUNTS: Good evening, I'm Gena Bunts.
20 I reside at 301 Lake Shore Drive. So much has
21 been brought up about the Lake Park ordinances,
22 and I'm just going to highlight one that's been
23 covered on several aspects. Number 7 of Section
24 74-61 considers the public health and safety of
25 telecommunications towers. There have been

1 studies, internationally, on the health effects of
2 residents living near cell phone towers.

3 From France with people living 300 feet
4 from cellular antenna present the following
5 disorders: Fatigue, sleep disturbance, feeling of
6 discomfort, difficulty concentrating, dizziness,
7 irritability. These are studies conducted by
8 medical doctors and not just a survey done in a
9 local community setting.

10 Spain, 2003 exposed individuals who live
11 within 50 and 150 meters of the bay station
12 reported sleep disturbances, irritability,
13 difficulty concentrating, discomfort, appetite
14 loss, and nausea. This was conducted by an
15 article of information called The Microwave
16 Syndrome and Causes of the Electromagnetic Biology
17 in Medicine, Volume 2.

18 In Germany, 2004, proportion of new
19 developing cancer patients were significantly
20 higher among those patients who lived within the
21 last 10 years at distances of up to 400 meters
22 from a cellular transmitter site, which has been
23 in operation since 1993 compared to those patients
24 living away, and that the patients average eight
25 years earlier after five years after operation of

1 the transmitting installation. The level of a
2 person getting cancer has tripled for the
3 residents of the area in proximity to the
4 installation compared to outside the area. This
5 was a report given by five medical doctors in
6 Germany.

7 In the London Times, 2007, seven clusters
8 of cancer and other serious illnesses have been
9 discovered around mobile phone mass raising
10 concerns over the technology's potential impact on
11 health. This shows high instances of cancer,
12 brain hemorrhages, and high blood pressure has
13 been radiated 400 yards of mobile phone mass. The
14 study showed a cluster around a single street. A
15 quarter of them had special showing. I think the
16 bell went off.

17 MAYOR DUBOIS: Thank you.

18 MS. BUNTS: That's all I have to say.

19 MAYOR DUBOIS: All right. Diane Bernhard,
20 please come up. And Margaret Robb, you are on
21 deck.

22 MS. BERNHARD: Diane Bernhard, 301 Lake
23 Shore Drive. I'm one very confused individual. I
24 want to tell you about the planning and zoning
25 meeting that you guys did not attend because of

1 things that were discovered there were very
2 different than what we heard here.

3 Point Number 1, we have been hearing that
4 the optimal distance between cell towers should
5 have been one mile. At the planning and zoning
6 meeting, Judy Thomas read from her notes that we
7 have many towers that were about a mile apart.
8 Today I've heard that they don't have to be a mile
9 apart they could be more than that.

10 During one of the planning and zoning
11 meetings, one of the representatives said
12 something about needing towers about every half
13 miles. I'm confused. I wonder if this is a --
14 that we are searching for absolute truth instead
15 of opinions. At one of those meetings, a
16 representative was asked if there had ever been a
17 lost emergency call. No, was the answer. There
18 had not been.

19 Up there we were hearing how many millions
20 of dollars we would receive from revenue. I want
21 to remind you that's after 30 years. And by that
22 time things will long have been obsolete. At the
23 last planning and zoning meeting a map was put out
24 indicating poor service in Lake Park, except it
25 turned out it was a map of Riviera Beach. Tonight

1 I hear them mention Blue Heron Boulevard. If Blue
2 Heron Boulevard needs better reception, they ought
3 to put their towers there and not here.

4 We are in the south part of Lake Park. I
5 see no reason to destroy your area in order to
6 improve the telephone situation elsewhere. The
7 vice chair was very, very upset about the fence.
8 We keep talking about the tower, but no one has
9 mentioned the fence that is needed to keep people
10 from hurting themselves, climbing the tower, and
11 to disguise the bottom half.

12 At the previous meeting, one of the reasons
13 that this application was denied was because RG
14 Towers refused an ornamental design on top of the
15 fence. That was one of the things that they were
16 supposed to supply in order to be approved. Now,
17 I just hear today that we might be stacking things
18 on top of each other. How high will the fence go
19 before we have nothing but fence in the marina?
20 Thank you.

21 MAYOR DUBOIS: Thank you very much.
22 Margaret Robb, and followed by Kay Heisler.

23 MS. ROBB: Margaret Robb, 301 Lake Shore
24 Drive. I'm just wondering why when the last time
25 I saw a projection of where this tower was going

1 to cover it goes across the waterway? Is that
2 supposed to be Singer Island? They don't have a
3 tower? I don't believe they have one.

4 Also, we are two blocks away from Riviera
5 Beach at the most, and from our tower to Riviera
6 Beach, we are going to cover Riviera Beach. I
7 thought they were talking about covering Lake
8 Park. It seems we are going to cover more than
9 half the area around here and not really all that
10 much of Lake Park.

11 And further, the appropriate spot for a
12 cell tower is not a place where you go to enjoy
13 the water, walk your dog, take walks. This is not
14 where you put a cell tower. Also, the mayor has
15 been promoting music and food and vendors at the
16 marina, and are we supposed to dance around a pole
17 around the tower? I'm just wondering. As you can
18 guess, I'm against the tower in the Lake Park
19 Marina. Thank you.

20 MAYOR DUBOIS: Thank you. Kay Heisler.
21 And on deck is Curtis Lyman.

22 MS. HEISLER: Kay Heisler. I live in
23 Jupiter. My interest here is that I taught at
24 Lake Park Elementary for 10 years. I think you
25 have a fabulous town here, and I think that the

1 marina is a jewel and a step up that is attracted
2 to so many people. I'm also a sail boater. I
3 will not put a sailboat in that marina. I also
4 have a daughter and a son who own condos in that
5 closest condo there. I'm very, very concerned for
6 them.

7 And I want to ask you as far as property
8 values, to ask you a question. Would you put your
9 sailboat in that marina if it goes up? Would you
10 buy -- because my daughter will put it up for
11 sale -- the condo? Are you going to buy it?

12 MAYOR DUBOIS: Curtis Lyman. And after
13 that is Hourvash.

14 MR. LYMAN: What I can do, my understanding
15 is that I have time for rebuttal.

16 MAYOR DUBOIS: You have three minutes.
17 After we finish public comments --

18 MR. LYMAN: I'm offering to waive my time
19 if I have time for a rebuttal.

20 MAYOR DUBOIS: You can't add this time to
21 your --

22 MR. LYMAN: No, I was offering that if I
23 have time for rebuttal, I will speak then and pass
24 the time on to the next person to shorten this
25 proceeding.

1 MR. BAIRD: Mr. Mayor, so we don't lose any
2 time, this is not the time for rebuttal. You got
3 to follow the procedure that's been laid out at
4 the beginning.

5 MAYOR DUBOIS: Yes, sir. This is public
6 comments. You have three minutes, and then we
7 will move on to rebuttal after.

8 MR. LYMAN: Okay. As part of my public
9 comment, let me simply state that as the president
10 of the condominium association for Lake Harbour,
11 89 percent of our residents have provided us with
12 written communication in opposition to the
13 installation of the cell tower in the Lake Park
14 Marina. Thank you.

15 MAYOR DUBOIS: Thank you. This is
16 Hourvash. Do I have that correct? Please state
17 your name and address. On deck, Richard Harvey.

18 MS. HOURVASH: My name is Hourvash. I live
19 at 301 Lake Shore Drive, Number 47, and I'm
20 opposed to building that tower.

21 MAYOR DUBOIS: All right. That's all?

22 MS. HOURVASH: Yes.

23 MAYOR DUBOIS: Thank you so much. Now this
24 is Richard Harvey. Will you state your name and
25 address?

1 MR. HARVEY: If it would be all right, I
2 will waive my right and I will waive them over to
3 her who's got much more information than I do.

4 MAYOR DUBOIS: She has to fill out a card.

5 MR. HARVEY: She did.

6 MAYOR DUBOIS: Next up is Joanne Robin. We
7 are not adding time.

8 MR. HARVEY: I'm not adding --

9 MAYOR DUBOIS: As much as you want to
10 speak, Joanne Robin is next.

11 MR. HARVEY: I will use my own. I believe
12 that I mailed you all about the Brevard meeting,
13 which they were interested in building one exactly
14 like you are. The engineers of Scott, Richards,
15 and Erin and the radio guy, at this meeting, after
16 asked that stealth unit did not work, that the
17 units in the warmer weather, that they overheated
18 and that they were a disaster.

19 They did not allow them the yard-arms, and
20 they would not allow them the flags on it because
21 they interrupted the transmission. They have
22 misrepresented everything, you guys. What they
23 have represented here, they completely went 180
24 degrees. They are dishonest and I hope that
25 you --

1 MAYOR DUBOIS: Thank you, sir. Joanne
2 Robin, and Clifford Watkins afterwards.

3 MS. ROBIN: Hello, my name is Joanne Robin,
4 I live at Lake Shore Drive. I support the marina
5 business plan in its entirety as an effective way
6 to use the parking lot to raise revenue rather
7 than installing a cell tower in the marina. Thank
8 you.

9 MAYOR DUBOIS: Thank you, ma'am. Clifford
10 Watkins. Next would be Samuel Kouhialakos.

11 MR. WATKINS: I have just one thought. At
12 the last meeting that we had here there was a
13 discussion about the tower and how it was
14 selected, and it came out that that was not their
15 first choice to put the tower where it is proposed
16 to be located. There was another location that
17 was to be adopted. They couldn't negotiate the
18 transaction. I think you should be aware of that.
19 Thank you.

20 MAYOR DUBOIS: Thank you, sir. Mr. Samuel.
21 State your name and address please for the record.

22 MR. KOUHIALAKOS: My name is Samuel
23 Kouhialakos. I live at 301 Lake Shore Drive. I
24 was amazed tonight. I didn't see any kind of
25 depiction of what the tower would actually look

1 like so we'd feel a lot more comfortable about
2 what we are supposed to be looking at outside of
3 our building.

4 I know that the people that bought in our
5 building, for example, look out the window and
6 that's where the value comes from in our
7 properties. Not so much what you put inside but
8 what you see outside. We still have no idea what
9 it will look like. I know from the expenses I
10 have seen tonight, it looks like we will have a
11 lot less of a marina available also.

12 I guess my biggest questions are, nobody
13 asked about what the consequences would be for
14 marine life. That could be a very important thing
15 if people start bringing that up. More
16 importantly, the value of our properties are going
17 down.

18 If you are talking about redeveloping the
19 area and all these people at Lake Park, not just
20 us at 301 Lake Shore Drive but throughout all the
21 community, paid taxes, they spent money to improve
22 the marina and the park, and they are the jewels
23 of the community. Now you are going to take away
24 the value of the properties adjacent to those two
25 jewels.

1 And are you proposing a development in this
2 area that is \$4 million. The \$2 million you get
3 is short money compared to what you'll be missing
4 in your redevelopment plan. So I'm definitely
5 against this proposal. My kudos to Mr. Lyman. He
6 hit all the points he should have.

7 MAYOR DUBOIS: Thank you, sir. This is
8 Herbert Robb and next is Diana Anderson. Okay.
9 Thank you. Mr. Robb.

10 MR. ROBB: My name is Herbert Robb. I live
11 at 301 Lake Shore Drive. 10 years ago when we
12 purchased the property it was when the marina was
13 just being finished, and that was part of the
14 decision in selecting an apartment on the south
15 side, because we really wanted it, and it's
16 whatever everyone is calling it, a jewel.

17 A couple of questions I have about the
18 area. I hear the square feet is 750 square feet;
19 is that the transmission building? And you are
20 going to have fences and all the landscaping,
21 which is taking a lot of space, which is trying to
22 make it look nice, and then you are going to need
23 parking space for utility trucks to service the
24 transmission building, and if you stack in the
25 land and it's going to take like a 10 by 10

1 building and another 10 by 10 building, you are
2 going to be losing more space.

3 And the other thing is if you stack these
4 other towers, you are going to have three more
5 antennas added to this tower, you are going to
6 have four times the radiation or radio waves being
7 transmitted as you will with one. So it will be
8 more radio waves coming at us. Thank you.

9 MAYOR DUBOIS: Thank you, sir. Next is
10 Diana Anderson.

11 MS. ANDERSON: Diana Anderson. Sorry for
12 my writing.

13 MAYOR DUBOIS: That's okay.

14 MS. ANDERSON: I live at 301 Lake Shore
15 Drive, Apartment 507. I have a southeast corner
16 apartment, which is absolutely beautiful. I love
17 the lake and I can see the marina on the side. I
18 hate to have to sell it if you put a cell tower up
19 because I will. I will not live near a cell
20 tower.

21 I have grandchildren that come and there --
22 even if health issues cannot be something you can
23 consider, it's something I consider because in the
24 developmental years when you have children it
25 could be dangerous. So when they come down I

1 won't be there, unfortunately.

2 But I love the area. I think it's a
3 beautiful spot. I really have a hard time
4 thinking why anyone would put a cell tower on a
5 piece of waterfront property. That's a gorgeous
6 piece of property used by many people, and it just
7 seems like a real sin to put a cell tower there,
8 and I'm opposed to it. Thank you.

9 MAYOR DUBOIS: Thank you. Next is Michael
10 Tomas. On deck is Julie Sarkozy.

11 MR. TOMAS: Good evening, my name is Mike
12 Tomas, I live at 301 Lake Shore Drive also. Happy
13 to be there. Trust me. It's a beautiful area.
14 If you haven't been there, you don't know what we
15 are complaining about. Come and see what we are
16 looking at.

17 In addition to losing the economic value of
18 the leases at the marina, you are going to lose
19 the economic value of the total land. That's the
20 last piece of land in that quadrant for the city,
21 and you are giving all that up if you agree to it
22 today. Thank you.

23 MAYOR DUBOIS: Thank you. Julie Sarkozy,
24 and Barry Heisler after.

25 MS. SARKOZY: My name is Julie Sarkozy. I

1 live at 301 Lake Shore Drive. In the interest of
2 time and not to sound like a broken record, I'll
3 just say I'm in complete agreement with my friends
4 and neighbors, and opposed to building a cell
5 tower in the marina.

6 Also, we discussed, at the last meeting,
7 the marketing plan for the marina and I think that
8 there is room to look for different ways to
9 increase revenue rather than to take away from the
10 property as it stands. Thank you.

11 MAYOR DUBOIS: Thank you. Barry Heisler,
12 followed by Cliff Roberts.

13 MR. HEISLER: Barry Heisler from Jupiter.
14 I'm here to support my daughter who lives in 301
15 Lake Shore Drive and also my son, who will be
16 speaking here shortly. So I'm opposed to it.
17 Thank you.

18 MAYOR DUBOIS: Thank you, sir. Cliff
19 Robert followed by Christopher Burdan.

20 MR. ROBERT: Cliff Robert, 302 Lake Shore
21 Drive. I guess I'm kind of confused. We are
22 building a cell tower to service south and
23 southeast not Lake Park people -- and by the way,
24 my phone works everywhere and no problems.

25 MAYOR DUBOIS: Please address the

1 commission.

2 MR. ROBERT: I'm sorry. I sat through a
3 meeting here two weeks ago, three weeks ago on
4 rezoning. I wasn't totally in agreement with the
5 plan. As I sat I thought about it, it's a great
6 plan. I may never see it materialized. But
7 working for developers over the years, there is no
8 developer that's going to buy that property, 200
9 or 300 block, and put a high-rise in looking at a
10 cell tower.

11 So you will lose tremendous revenue from
12 building 10 or 15 story buildings in the future
13 with a 30-year lease. You are not going to see a
14 developer for 30 years. I wouldn't invest. Thank
15 you.

16 MAYOR DUBOIS: Thank you, sir. This is
17 Christopher Burdan, followed by Greg Korbel.

18 MR. BURDAN: 301 Lake Shore Drive.

19 MAYOR DUBOIS: Your name?

20 MR. BURDAN: Chris Burdan. I think one of
21 things that's been suggested by the proponents is
22 that this is going to be a stealth cell phone
23 tower. I don't think it takes much imagination to
24 understand that this isn't going to be stealthy at
25 all. I've seen stealth cell phone towers that are

1 quite successful. But the scale of this with
2 respect to everything around it is -- stealthy is
3 not where it's going to be. It's going to be a
4 real violation of the surroundings. That's my
5 opinion.

6 MAYOR DUBOIS: Thank you. Greg Korbel.

7 MR. KORBEL: Hi, Greg Korbel, 301 Lake
8 Shore Drive. I just want to summarize some of the
9 things that have gone on, especially at the
10 Planning & Zoning Commission meetings because we
11 were presented with some other materials this
12 evening, and I think there was a little bit of a
13 diversion in here with the legalese, which it's a
14 total distraction to the real issues of this.

15 It's an option. It's still an option.
16 Contracts always state what to expect but it
17 doesn't guarantee you that you are going to get
18 it. So I think the decision to deny this is a
19 no-brainer.

20 There are many problems, including
21 defective engineering, design from the grounding,
22 the fuel tanks to the residential areas and the
23 dangerous proximity the actual towers. The future
24 master plan on the marina calls for an existing
25 and future building of high-rises that will block

1 the antenna signal from all surrounding areas
2 except for, of course, Singer Island.

3 The planning commission voted to deny the
4 proposal upon a motion not only for reasons that
5 violate the Town code but also by a commissioner
6 member who happens to be a professional planner
7 himself. Alternate locations exist as the head of
8 the planning commission point out with fewer
9 affected residents and less highly dense
10 residential areas.

11 There are proven cases in real estate
12 studies that there is depreciative value in
13 adjacent residential properties. That is not in
14 question, and the typical number thrown out there
15 is 15 to 25 percent. So I would just use a
16 20 percent average, which means that you will have
17 10 times the value or 100 times the revenue in
18 decline versus what they are offering because of
19 the decreased property value and the tax revenue.

20 All the electromagnetic and radiation
21 studies taken into consideration cell towers that
22 are more like the one out here. But they don't
23 take into consideration the ones that are put
24 right in front of the building shooting straight
25 into the darn windows. It doesn't make sense, and

1 I think if they felt the same way they'd probably
2 never include the study. I'd like to see anywhere
3 where they have cell phone antennas directly in
4 front of residential windows. And I'm talking
5 within a few hundred feet. That's a big issue and
6 a big problem that doesn't make sense.

7 Lastly, as far as safety issues go, it's
8 not just electromagnetic, but it's the fuel tanks,
9 the grounding, and some of the other factors that
10 come into play that are going to be become
11 possibly a major hazard, a major problem. And
12 finally, if it comes to the planned units that go
13 around the tower, once those are built the antenna
14 will have no place to shoot because it will be
15 surrounded on three sides. It doesn't make sense.
16 So I'm saying that common sense is that the cell
17 tower defies common sense and should be denied.
18 Thank you.

19 MAYOR DUBOIS: Thank you, Mr. Korbel. Up
20 next is Claudia Wendell followed by Rosie
21 Matthews.

22 MS. WENDELL: Hi, I'm Claudia Wendell. I
23 live in 301 Lake Shore Drive. There was a study
24 done by the National Institute of Science Law and
25 Public Policy in June of 2014. There were a

1 thousand respondents. 94 percent said they were
2 negatively impact -- that a cell base would
3 negatively impact their interest in renting or
4 owning close to a cell tower. Actually, 79
5 percent said under no circumstances would they
6 ever purchase or rent a property within a few
7 blocks. We are within 300 feet.

8 Buyers would pay 20 percent less due to the
9 decrease in health hazard. So let's put it in
10 this perspective. If our property values are,
11 let's say, \$200,000, a decrease of 20 percent is
12 \$40,000 of property value decrease per each unit.
13 We have 84 units, which there are \$3.36 million
14 aggregately for property value decrease.

15 If you times that by a tax rate of 2.71,
16 the revenue loss for Lake Park would be 90,000
17 just for our building. We have three sister
18 buildings. So 90,000 times four, \$360,000 for our
19 building alone. That's on a yearly basis. If you
20 times that by 30 years for our building alone,
21 \$10,800,000 in lost revenue for our buildings in
22 that area. That's not west, that is not south.
23 And here, their number was 4 million. So it
24 doesn't make economic sense.

25 The other thing is I present to you this

1 diagram of what the radiation pattern is. They
2 mentioned that there is a setback of about
3 200 feet with this cell tower here at City Hall.
4 We are at 300. The problem is that the cell tower
5 broadcasts radiation up high close to the top. So
6 here you are actually safer because everything is
7 shooting high, and it's going miles and miles
8 instead of straight into someone else's bedroom
9 window. That's all I have to say. Please vote
10 against it.

11 MAYOR DUBOIS: Thank you, ma'am. Rosie
12 Matthews, and on deck --

13 MS. MATTHEWS: Hello, my name is Rosie
14 Matthews. I have family members who own at 301
15 Lake Shore, and I'm opposed to the cell tower at
16 the marina. Thank you.

17 MAYOR DUBOIS: Thank you. Did I already
18 hear from Barry Heisler?

19 MR. HEISLER: There's two of them. He used
20 to be big bear, but he is shrinking.

21 Barry Heisler, 301 Lake Shore. I'm not
22 going to repeat what everybody else said.
23 Certainly, I echo the sentiment from everybody
24 here and with what staff's recommendations are as
25 well to the board and commissioners. Obviously,

1 the majority oppose here tonight at 301 Lake
2 Shore.

3 We already know what the folks from 401 and
4 501 said because they rejected the offers that
5 were made to them to have a tower put on there.
6 So I think that's certainly something to keep in
7 mind.

8 The engineer, I can't remember his name, I
9 apologize, he said there was in a month 7,000 lost
10 calls northwest of the Lake Park area. If it's
11 west of the Lake Park area move it west. It makes
12 the most sense. I may have heard wrong. I don't
13 think I did.

14 And again, I've not heard from one person
15 that's living in our ZIP code come up and say, I
16 want better reception. Nobody has come up here
17 and said, I have a dropped call. Not on the side
18 of the road. Not anywhere. This is the voice of
19 the community. This is the great due process that
20 we have in this country, in this town, and I think
21 it needs to be taken into account. Thank you.

22 MAYOR DUBOIS: Thank you, sir. Brian
23 Freeman -- Iron, sorry. Brian Iron. Going once,
24 going twice? Freeman or Ireland. Gone. Gerard
25 Venable followed by Mimi Venable.

1 MR. VENABLE: My name is Gerard J. Venable.
2 I live at 301 Lake Shore Drive, and there are two
3 things that are here, which is lies and
4 statistics. We all heard the lies and statistics.
5 I spent 40 years in Newport County, Rhode Island.
6 I'm very familiar with the so-called tower in New
7 York Yacht club, and that is not a cell stealth
8 tower. That is a pole. That is a flagpole. And
9 regarding this statistics, I was hoping that slide
10 that was up here that shows 4.2 million -- because
11 if you looked at the upper right-hand corner, over
12 here you got what the revenue was anticipated, and
13 then if we add three more providers it was \$1,500
14 a month. \$1,500 a month. That \$16,000 a year.

15 You get down to the bottom of this, Diane
16 pointed out earlier on, was that this is over a
17 30-year period. So \$4.2 million -- and I don't
18 know what the inflation rate is that gets them to
19 that number. I know this is all done with magic.

20 So the other comments that were made about
21 the lost revenue of the taxpayers in this town,
22 more than offsets whatever the benefit may be, and
23 very short termed and very short lived, on this
24 town. Thank you.

25 MAYOR DUBOIS: Thank you, sir. Mini

1 Venable.

2 MS. VENABLE: Mini Venable. 301 Lake Shore
3 Drive. When my husband mentioned to me about the
4 untruths about the tower at Newport, I think of
5 the untruths. The untruths about the poles. I've
6 been here three years. My cell phone has never
7 dropped a call. I have a daughter who travels to
8 New York constantly. I have never had a dropped
9 call. If there are any other lies, I don't know.

10 But what Richard had said, they don't seem
11 very trustworthy and I agree with that totally.
12 And also with their presentation, as a teacher I
13 would give them a -- being very, very kind -- C
14 plus. And somebody who got a C plus, I wouldn't
15 want them to do anything on my property. Thank
16 you.

17 MAYOR DUBOIS: Thank you. Up next is
18 Robert Socolosky and followed by Mike DeSousa.

19 MR. SOCOLOSKY: Good evening. I'm not
20 going to say anything too dramatic because I left
21 my pitch in the car, but I had the same last time.
22 And the basic is what Curt and the rest of us
23 said. I do children's class and I see that -- not
24 now but I did work with the kids -- I see them in
25 the park and they are so happy and they are doing

1 their ventures when the group is brought in, and
2 they have various things that they do. That's
3 going to be eliminated. I could say more, but
4 thank you.

5 MAYOR DUBOIS: Thank you, sir. Michael
6 DeSousa followed by Joyce Wojtowicz.

7 MR. DESOUSA: My name is Michael DeSousa.
8 I live at 301 Lake Shore Drive. I've lived there
9 for 22 years. I've come to you before and I see
10 many people, everybody saying, no, they don't want
11 this tower, this cell tower. And I know all of
12 the values of our properties, and also the
13 potential cancer scare. It's not a plus for us at
14 all. And remember also, please, that we voted for
15 you to represent us, and we hope that will be
16 done. Thank you.

17 MAYOR DUBOIS: Thank you, sir. Joyce
18 Wojtowicz. There you are. You are going to have
19 to state that for me. Followed by Mike Caputo.

20 MS. WOJTOWICZ: I'm Joyce Wojtowicz. I
21 live at 301 Lake Shore Drive, Apartment 403. I
22 feel for many reasons this is not a good idea for
23 our community. The main thing is the potential
24 health hazard or a maybe health hazard. That is
25 not good enough. These are human beings that we

1 are talking about.

2 The second thing is it's very unsightly
3 regardless of how high the fence or the number of
4 plants and flowers at the base, it will still
5 spoil the natural beauty of our marina. So I hope
6 that you will vote no. Thank you.

7 MAYOR DUBOIS: Thank you. Mike Caputo
8 followed by Glenda Nato.

9 MR. CAPUTO: Good evening. Michael Caputo.
10 301 Lake Shore Drive. I just want to start by
11 thanking the president of our condo board for
12 putting such time and effort into presenting to
13 you today, and my neighbors for coming out and
14 showing such a great concern.

15 I've been a resident of Lake Park for 13
16 years, and one of the reasons we bought there was
17 my wife and I saw the beauty of looking out from
18 our unit onto the water, and as the marina got
19 built. Now we have four children, and my
20 five-year-old, my seven-year-old, my
21 eight-year-old, and my ten-year-old love to look
22 out over the water into the marina and dream. And
23 they dream about those people that go diving and
24 the people that go fishing, and everything else.

25 If this tower goes in, we will have to

1 leave something that we deem so beautiful to look
2 at because it's going to completely take it away
3 from everything that we see visual to us. My sons
4 love to go into that area and run around and play
5 soccer, football, throw the tennis ball around,
6 and just anything kids like to do.

7 My fear is what that tower will bring to
8 them in their development skills from studies that
9 we have read about and everything. I think one of
10 the best things that is, you know -- we vote for
11 you to protect us. And I think that this is a way
12 for you to stand up and say we really do care
13 about people even if it's just 84 units.
14 Although, it's so much larger than that.

15 But we ask you today to vote against this
16 to protect us and the kids that are growing up in
17 this community. Thank you.

18 MAYOR DUBOIS: Thank you, sir. Glenda
19 Nato. Okay. Thank you very much. Susan Ray and
20 followed by Mark Brasnabar.

21 MS. RAY: My name is Susan Ray. I live at
22 301 Lake Shore Drive, Unit 807. The
23 Telecommunications Act, which we've heard a lot
24 about this evening, that was written in 1996 will
25 soon be rewritten. And it's going be rewritten to

1 reflect all the current scientific evidence that
2 proves that nonthermal electromagnetic radiation
3 is harmful to humans and especially children.
4 It's also going to prove that it will lower our
5 property value. And it's also going to be able to
6 support the fact that neighborhoods, schools, and
7 where children play, there should not be any cell
8 towers at all.

9 The one thing I want to say about RG
10 Towers, they are misleading all of you. They do
11 not recommend putting antennas inside these
12 monopoles. They recommend putting them on the
13 outside. So you would have 40 feet of antenna on
14 top of our monopole. They start at the top, go
15 down 10 feet. The other carriers, 10 feet from
16 there. Another set of carriers. 40 feet starting
17 at the top of exposed antenna. That's what they
18 recommend.

19 So I want to ask all of you, the
20 commissioners and the mayor, if you wouldn't want
21 this cell tower in your front yard or your
22 backyard, why would you think that it would
23 acceptable to us to have it in our front yards and
24 in our beautiful marina?

25 So I beg you to please look beyond the

1 revenue and look at everything that has been
2 presented this evening, and to finally say so no
3 to the most ridiculous placement of a cell tower.
4 There has to be another location. And if not,
5 then maybe this town does not need a cell tower at
6 all. Thank you.

7 MAYOR DUBOIS: Mark Brasnabar, and our last
8 card on deck is Renee Ronnie.

9 MR. BRASNABAR: Mark Brasnabar at Lake
10 Shore Drive. First of all, thank you,
11 Commissioners, for all the time that you put in.
12 I know the time you put in you are not getting
13 paid enough to do what you do. I really do
14 appreciate that. I also do --

15 COMMISSIONER O'ROURKE: I'm sorry, can you
16 repeat that?

17 MR. BRASNABAR: I also do appreciate three
18 Palm Beach County Sheriff's officers being here
19 tonight. I do appreciate your presence. I did
20 not feel comfortable leaving the last commission
21 meeting that I attended -- sorry, the last
22 committee meeting that I attended.

23 The individuals that made the presentation
24 to you earlier tonight, I was actually confronted
25 by after the meeting. It really speaks to how

1 much they care about the Town of Lake Park. I
2 made a reference to this technology possibly going
3 by the wayside with 10 years during my last speech
4 to the committee. On my way outside of the
5 committee they all huddled around and the
6 gentleman said to me, he said, hey, buddy, I'll
7 see you in 10 years. I've got three jobs. I
8 don't need to worry about you.

9 The tone and the way he said it, I didn't
10 feel safe, to be honest with you. It really, I
11 think, speaks to the way they see our town. I
12 hope that you represent the residents of Lake Park
13 tonight.

14 I am a real estate agent. I bought my
15 place at 301 Lake Shore Drive 11 months ago. I
16 would not have bought my place if I knew a cell
17 tower was going in the Lake Park Marina. In my
18 opinion the property values will drop. If anybody
19 votes for it tonight, I kindly ask that you buy my
20 property for its current value because I will put
21 it on the market. Thank you.

22 MAYOR DUBOIS: Thank you, sir. And our
23 last public comment on this item is Renee Ronnie.

24 MS. RONNIE: Renee Ronnie from 301 Lake
25 Shore Drive. I rent in Lake Park. I've been here

1 for a year. I came from Hobe Sound. I have to
2 tell you I fell in love with this town. I brag
3 about this beautiful jewel and where I live. I
4 have two friends that are interested in buying. I
5 found out about the tower. I said, well, we got
6 to wait. I know they feel the same way I do. And
7 that is something that's really souring in Lake
8 Park if this goes through. It's here in the
9 voice.

10 There is a picture up there and it shows a
11 circle over this site where we are going to be
12 developing, if that's what you decide to do. I
13 believe those circles are gas tanks. I'm not
14 sure, but I think they are that close, the gas
15 tanks, to the site. Lake Park Marina is also
16 known to have a flooding issue.

17 The Lake Park marina is located in a FEMA
18 special hazard flood area, which means it's at
19 high risk for flooding. It's also located in an
20 AE zone, which means it's subject to high
21 potential of flooding. The base elevation, the
22 flood elevation, is 9.5, which means that water
23 may rise as high as 9.5 feet. Just get that
24 visual on top of salt water and a big tower.

25 Please, I'm opposed. Help us out here.

1 Thank you for your time.

2 MAYOR DUBOIS: Thank you very much.

3 Well, we have been through staff
4 presentation, applicant presentation, intervener
5 presentation, board member questions, public
6 comments, and we are now moving on to
7 rebuttal/closing arguments by the staff,
8 applicant, and intervener, if they so choose. So
9 we'll start where we started before.

10 Staff, do you have any rebuttal or closing
11 argument?

12 MS. DITOMMASO: Yes. Closing remarks. I
13 will be brief. Staff would like reiterate that
14 the code requires that the denial of a tower
15 application must be supported by written evidence.
16 The staff's report clearly identifies both the
17 Planning & Zoning Board and staff's position on
18 how the application does not meet certain policies
19 of the comprehensive plan, and the aesthetics
20 competent of the land development regulation.

21 While the applicant's team stated this
22 evening that the comp plan is general in nature,
23 the comp plan sets goals, policies, and objectives
24 that the Town must adhere to.

25 The applicant's team also stated this

1 evening Code Section 74-65 (6)(e) on aesthetics
2 must meet the code to the maximum extent possible.
3 The last part of this code section actually
4 specifies that a Planning & Zoning Board
5 recommendation and Town Commission approval is
6 required for this aesthetic component.

7 Therefore, in light of the fact that the
8 site plan details related to aesthetic cannot be
9 approved as part of a lease option but rather to
10 this site plan application, and since staff and
11 the Planning & Zoning Board have raised concerns
12 on the aesthetics and consequential compatibility
13 within the area, it does not appear that a maximum
14 extent is even possible. Staff recommends denial.

15 MAYOR DUBOIS: Thank you. Next is the
16 applicant. Are there any rebutting remarks,
17 comments or closing argument regarding what we've
18 heard so far?

19 MR. LITTLE: Mr. Mayor, since the
20 intervener is also in opposition to the applicant,
21 it would seem, for purposes of rebuttal, that the
22 applicant would have the final word so we can
23 rebut the matters that have been put forth. So I
24 would yield to the intervener, is that's your --

25 MR. BAIRD: We have to take the statements

1 in this order. So you are up.

2 MR. LITTLE: Thank you for your time and
3 attention tonight. I know this is not an easy
4 task for any of the five of you. I will state on
5 the record and to the Lake Park residents, get
6 that on the record quickly, that we certainly note
7 our objection to any of the testimony that relates
8 health effect issues, environmental issues. Your
9 town attorney counsel honed that.

10 Also, it rises to the level of speculation
11 of property values. The case law is clear in
12 Florida about the not-in-my-backyard polling.
13 You've had your counsel, I'm sure, on many
14 occasion advise you on that.

15 This issue is to be decided in the context
16 of site plan criteria that would be applied here
17 to the extent that's what it's deemed to be
18 applicable. Our point, as we said in the outset,
19 there is a lease that has been entered into, not
20 once, but it's been amended a second time to
21 address the vast majority of what has been spoken
22 to tonight.

23 With respect to the issues that came up
24 today on the grounding issue, we have given the
25 data about the grounding. We have also told you,

1 as the applicant, that in the context of building
2 permit, when that comes up, that can certainly be
3 addressed. And we also said that we will address
4 the issue of grounding to the satisfaction of the
5 Town and the context of that provision, which is
6 what your code would call for.

7 On the issue of the nuisance and again on
8 the number of the other arguments that were being
9 made, I would make the point to the commission
10 that in the lease that's been executed by this
11 Town in Paragraph 13, it is represented and
12 warranted by the Town that the execution and
13 performance of the lease will not violate any
14 laws, any ordinances, any covenants or any other
15 agreements binding upon the Town.

16 That would include your comprehensive plan,
17 that would include your land use regulation, that
18 includes all of these items that you are hearing
19 about today. These are the covenants that were
20 made in this lease that were signed by the Town
21 based upon the vote that was made. And it came
22 back again a year ago to amend. Again, it showed
23 a stealth tower. Again, it showed all these
24 issues in the attachment.

25 These were publicly noticed hearings.

1 These were both consented agenda issues, these
2 were matters that came before the Town's council.
3 The lease specifically provides that it is and the
4 permitted use is for those very things we are
5 talking about. That's paragraph 5.

6 And Paragraph 7 of the lease specifically
7 provides the tenant shall have the right to build
8 the very thing that we have been talking about
9 here. We have shown here in the record how the
10 site plain criteria, how they have been complied
11 with. The comprehensive plan issues to the extent
12 applicable where decided at the time this lease
13 was entered into. We've addressed Section 6(e),
14 which we've talked about previously.

15 So as the Town attorney will tell you, this
16 is a contract. There is not a termination
17 provision as it relates to the Town. That's not
18 the agreement that was entered into. And with
19 respect to the regulatory authority should not be
20 used in a manner to -- the right to the lease, the
21 termination provision that doesn't exist there.

22 There is a positive economic stream that
23 comes with this. There is a need in this
24 community, as the evidence has shown you, for cell
25 coverage in this community. You can't take a cell

1 tower and stomp them on artificial land between
2 municipalities, but it is located in your
3 community and necessary by its very effect as it
4 spreads out. It's serving your community.

5 There are in your code requirements, the
6 order by which you must look for locations for a
7 cell tower. The first item in your Code 74-63 is
8 town owned or leased land. That's where you got a
9 tower. That's why you have a tower here. That's
10 why you have a tower at a public utility location.
11 And that is why this Town entered into the lease
12 for the marina two years ago, and reaffirmed that
13 just a year ago. That's in compliance with your
14 code.

15 I have a great deal of respect -- I'm a
16 history major -- I have a great deal of respect
17 for General Patton and the great things he did.
18 And his name has been cited here. But I will
19 leave you with this as you decide this issue. If
20 we are going to look for adages that should apply
21 in the situation that we have here, I would
22 suggest it's -- an adage that I'm willing to
23 suggest -- probably taught to everyone, most of us
24 in this room, by our parents or someone who had an
25 influence in raising us, and that is this; our

1 word is our bond.

2 There a lease here. It's been brought
3 before this board not once but twice. It's been
4 approved. It addresses these issues. Let's move
5 forward and do this in a way that honors that
6 word. Thank you.

7 MAYOR DUBOIS: Thank you, sir. Mr. Lyman.
8 It's five minutes; is that correct, Town Attorney?

9 MR. LYMAN: Mr. Mayor you know that --

10 MAYOR DUBOIS: It's five minutes.

11 MR. LYMAN: Thank you. First of all, I'd
12 like to thank you for the opportunity of behalf of
13 my neighbors and my community to speak to you this
14 evening.

15 I want to address this whinnying about the
16 time relevance to the report. This report was
17 submitted to the Town on March 9th at 2:30 p.m. in
18 the afternoon. It is a public record. Anybody
19 had access to that report at that time or after
20 that time of 2:30 in the afternoon had they been
21 smart enough, wise enough, to come and ask. So it
22 was part of the package and it was available as of
23 March 9th of 2015.

24 So I think in terms of due process, you
25 know, we are going to try to hide behind these

1 kinds of thin veils. I would argue that, in fact,
2 due process here has been fulfilled.

3 In terms of the grounding, there is now
4 talk about, well, at that time that we construct
5 we are going to ground it properly. Why weren't
6 these plans submitted in accordance with IEEE
7 standards? You have a letter from an engineer who
8 is one of the lightning strike engineers in the
9 world that tells you that this site is an
10 inappropriate site for the construction of this
11 tower because it cannot be grounded properly.

12 If you approve this application, you are
13 going, this evening, to endanger, endanger, human
14 lives. You are going to endanger property values,
15 and you are going to hurt the very people who have
16 voted for you to represent them. Please, use
17 common sense this evening and deny this
18 application. I thank you.

19 MAYOR DUBOIS: All right. Thank you. That
20 brings us to a motion and a vote of the board. I
21 would suggest because there is no recommendation
22 by staff for a positive vote that because we vote
23 in the positive --

24 COMMISSIONER O'ROURKE: I don't know where
25 these rules come from. You throw things out.

1 MAYOR DUBOIS: That's how we have been
2 doing it for five years, you know? Your option to
3 make -- there is no recommended motion. I'll take
4 advice from the town attorney as to what the
5 procedure is here.

6 MR. BAIRD: First, let me give you some
7 instructions. The lease that's been referenced to
8 in this proceeding, while it was contained in the
9 agenda packet, the lease is a contract. Contract
10 zoning is prohibited, and what you are here to
11 consider tonight is not that contract. What you
12 are here to consider is the site plan and whether
13 or not to approve the site plan.

14 So the Commission's decision on a site plan
15 must be based on the evidence that's been
16 presented to you this evening regarding the
17 discussion items that was presented by the
18 applicant, whether it meets the criteria of the
19 Town code, sections of the Town, and the
20 consideration that the staff has put forth on
21 their evaluation of those same things.

22 The commission should disregard the
23 testimony from citizens and the diagram showing
24 the radiation patterns regarding the environmental
25 effect because federal law prohibits you from

1 doing so. And therefore, that evidence is not
2 relevant to your determination this evening. Your
3 determination is based on your evaluation of the
4 site plan, the sections of the code, and your
5 comprehensive plan.

6 So the appropriate motions for the
7 commission to consider would be a motion to
8 approve the site plan or a motion to not approve
9 the site plan.

10 MAYOR DUBOIS: Is there a motion?

11 COMMISSIONER O'ROURKE: I make a motion to
12 deny the application.

13 MAYOR DUBOIS: Is there a second?

14 COMMISSIONER LYNCH: Second.

15 MAYOR DUBOIS: Is there further discussion?

16 VICE-MAYOR GLAS-CASTRO: Discussion.

17 MAYOR DUBOIS: Vice-Mayor.

18 VICE-MAYOR GLAS-CASTRO: You'll recall that
19 I'm a professional planner accredited by the
20 American Institute of Certified Planners. Prior
21 to reviewing the agenda backup, I looked at the
22 comprehensive plan myself to assess the policies
23 that were in there to govern all the development
24 and redevelopment activities within the Town.

25 Similar to staff, I saw that Goal 3.4.1 and

1 Policy 5.1 were questionable. But I think staff
2 missed a couple of policies. Policy 1.5 requires
3 that development and redevelopment, which will
4 substantially increase the tax base while
5 minimizing negative impact on natural and historic
6 resource, existing neighborhoods, and development.

7 I think they should have also brought out
8 Objective 5 itself, states that as a substantially
9 built out community in an urbanized area, the Town
10 shall promote development in a manner that's
11 considerate to existing neighborhoods and uses,
12 build natural environments and neighboring
13 jurisdictions.

14 Also, Policy 5.4 states that the Town
15 should utilize techniques, such as distance
16 requirements, buffering, landscaping, lower
17 intensity development, and scale down requirements
18 to provide appropriate transitions between uses of
19 different intensities, densities, and functions.

20 I find it odd that the applicant did not
21 address consistencies with the comprehensive plan,
22 at all, just a general statement by their
23 professional planner that he found it to be
24 consistent.

25 Their attorney tried to speak to the lease

1 option agreement itself. I know that this
2 applicant was not the original party when we
3 addressed this in April of 2014. This board,
4 specifically, asked about approval that would be
5 needed and it was confirmed that would be needed,
6 and it was confirmed that planning and zoning
7 review and site plan approval would be required.

8 The applicant knows that we cannot contract
9 away or waive by contract comprehensive plan
10 requirements. So I tend to agree with staff's
11 analysis on the comprehensive plan and the
12 incompatibility of the proposal with the adjacent
13 neighborhoods, with your existing land use
14 pattern, and with our visions, which started back
15 in 2013 before this lease option agreement was
16 entered into.

17 I find it interesting that the applicant
18 stated that they felt they were compatible and
19 they did rejected the suggestion that a more
20 decorative material be used for the fencing around
21 the base of the tower. So I find it objectionable
22 that they want to be compatible with a dumpster
23 enclosure rather than characteristics of the area
24 as a whole.

25 I'm concerned with federal rules. Section

1 6409 allows a 10 percent increase, but I've been
2 taught as a professional planner you should plan
3 for that 10 percent increase. So if this
4 commission is inclined to approve the tower, I
5 would suggest we bring down the height to 100
6 feet, which is also consistent with the height of
7 301 Lake Shore, which would be the adjacent
8 closest building.

9 I have other comments if the majority of
10 the commission is inclined to support the
11 applicant's proposal.

12 MAYOR DUBOIS: All right. That ends
13 discussion. Commissioner O'Rourke.

14 COMMISSIONER O'ROURKE: Considering the
15 testimony and the evidence that was presented, my
16 decision is based on the recommendations by both
17 the Planning & Zoning Board, of which two members
18 of that board were professional planners, and
19 along with the staff recommendations. It is my
20 intention to vote to deny the application.

21 MAYOR DUBOIS: Is there further discussion?
22 An aye vote will deny the application, a nay vote
23 will support another motion.

24 All in favor of the motion?

25 COMMISSIONER O'ROURKE: Aye.

1 COMMISSIONER LYNCH: Aye.

2 COMMISSIONER FLAHERTY: Aye.

3 VICE-MAYOR GLAS-CASTRO: Aye.

4 MAYOR DUBOIS: Nay.

5 And the motion carries, the application is
6 denied.

7 MR. BAIRD: Mr. Mayor, there is one further
8 housekeeping item under Section 2-2 of the code, I
9 am required to prepare a final order that reflects
10 the decision of the commission based upon the
11 evidence that the commission relied upon as
12 stated. So I will be preparing that final order
13 for your signature. I don't have a time frame for
14 that. I'm hoping to accomplish that fairly
15 quickly, within a week or so.

16 MAYOR DUBOIS: All right. When do you
17 think you'll bring that? Will you bring that to
18 the commission?

19 MR. BAIRD: The final order will reflect of
20 the findings of the commission and your vote.

21 MAYOR DUBOIS: All right. Well, with that
22 we are moving on to the last item of the agenda
23 which is -- we are closing the public hearing.

24 (Thereupon, the proceedings were concluded
25 at 9:45 p.m.)

1 COURT CERTIFICATE

2

3

4 STATE OF FLORIDA)

5 COUNTY OF PALM BEACH)

6

7

8 I, Dianelis Hernandez, Registered
9 Professional Court Reporter, State of Florida at Large,
10 certify that I was authorized to and did stenographically
11 report the foregoing proceedings and that the transcript
12 is a true and complete record of my stenographic notes.

13

14 Dated this 7th day of April, 2016.

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Dianelis Hernandez

A				
abandonment ...		actions (1)	38:10 80:9	aforsaid (1)
15:20		29:2	81:4 83:13	1:23
ability (3)		activities (1)	127:4	afraid (1)
38:2 56:5 85:16		130:24		84:19
able (7)		activity (1)	adequate (2)	afternoon (2)
49:12 50:16		77:18	48:15 49:6	127:18,20
57:6 70:11		actual (2)	adequately (1)	agencies (1)
82:4 87:6		11:9 106:23	17:21	59:10
117:5		adage (1)	adhere (1)	agenda (8)
absolute (2)		126:22	121:24	9:18 12:12
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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

RG TOWERS, LLC,

Petitioner,

vs.

TOWN OF LAKE PARK,

Respondent.

Case No. _____

APPENDIX TO RG TOWER'S
PETITION FOR WRIT OF CERTIORARI

EXHIBIT H

ARTICLE III. - WIRELESS TELECOMMUNICATIONS TOWERS AND ANTENNAE

Sec. 74-61. - Purpose.

- (a) The purpose of this article is to establish regulations and requirements for the siting of wireless telecommunications towers and antennae. All new towers or antennae in the town shall be subject to these regulations, except where specifically excluded. These regulations shall not apply to any tower or antenna that is installed for the use of a broadcasting facility or is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive only purposes. These regulations are intended to accomplish the following:
- (1) Protect residential districts from potential adverse impacts of towers and antennae.
 - (2) Encourage the location of towers in nonresidential areas and to locate them, to the extent possible, in areas where the adverse impact on the community is minimal.
 - (3) Minimize the total number of towers throughout the community.
 - (4) Strongly encourage the collocation on new and existing towers as a primary option rather than construction of additional single-use towers.
 - (5) Encourage users of towers and antennae to configure them in a way that minimizes the adverse visual impact of the towers and antennae through careful design, siting, landscape screening, and stealth technology.
 - (6) Facilitate the ability of the providers of telecommunications services to provide such services to the community through an efficient and timely application process.
 - (7) Consider the public health and safety of telecommunications towers.
 - (8) Avoid potential damage to adjacent properties from tower failure through careful siting of tower structures.
- (b) In furtherance of these goals, the town shall give due consideration to the town's comprehensive plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennae. The town's small geographic size and compact, planned physical layout are unique among South Florida municipalities. The size and layout of the town result in the close proximity of differing types of land uses which has the potential to create land use conflicts. In order to protect the unique nature of the town and avoid land use conflicts, the town has enacted an article which takes that nature into account in determining separation distances, setback distances and permitting procedures for wireless telecommunication towers and antennae.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-51)

Sec. 74-62. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Antenna means a transmitting and/or receiving device mounted on a tower, building or structure and used in telecommunications that radiates or captures electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals. This definition does not include over-the-air reception devices which deliver television broadcast signals, direct broadcast signals, direct broadcast satellite services or multichannel multipoint distribution services, as defined and regulated by 47 CFR 1.4000, as amended.

Backhaul network means the lines that connect towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.

Broadcasting facility means any tower built primarily for the purpose of broadcasting AM, FM or television signals.

Cable microcell network means a series of multiple low-power transmitters/receivers attached to existing wirelines systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers. A cable microcell network is assumed to require collocation on existing poles.

Collocated telecommunications facility means the placement of a new telecommunications facility on an existing telecommunications tower, existing building or structure.

Engineer means a registered engineer licensed in the state to provide any information of an engineering nature whether civil, electrical or mechanical.

Essential service means those services provided by the town and other governmental entities that directly relate to the health and safety of its residents, including fire, police and rescue.

Extraordinary conditions means subsequent to a hurricane, flood, or other natural hazard or subsequent to a defective finding on a previous inspection.

FAA means the Federal Aviation Administration.

Fair market value means the price at which a willing seller and willing buyer will trade.

FCC means the Federal Communications Commission.

Guyed tower means a telecommunications tower that is supported, in whole or in part, by guyed wires and ground anchors.

Height means, when referring to a tower or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.

Lattice tower means a telecommunications tower that is constructed to be self-supporting by lattice type supports and without the use of guyed wires or other supports.

Microwave dish antenna means a dish-like antenna used to link telecommunications sites together by wireless transmission.

Monopole tower means a telecommunications tower consisting of a single freestanding pole or spire self-supported on a permanent foundation, constructed without guyed wires, ground anchors, or other supports.

Operator means an individual, partnership, association, joint-stock company, trust, or corporation engaged in control and maintenance of all instrumentalities, facilities and apparatus incidental to wireless telecommunication transmission, including, but not limited to, a tower, antennae, associated buildings, cabinets and equipment. For the purposes of this article, an "operator" may or may not hold a sublease, license or title to the lot on which a tower is sited

Personal wireless services means commercial mobile services, unlicensed wireless services, and common carrier wireless services, and common carrier wireless exchange access services.

Preexisting towers and preexisting antennae mean any tower or antenna for which a building permit has been properly issued prior to the effective date of the ordinance from which this article is derived, including permitted towers or antennae that have not yet been constructed so long as such approval is current and not expired.

Provider means an individual, partnership, association, joint-stock company, trust, or corporation, holding a license of the proper class, as prescribed and issued by the FCC, and authorized to offer telecommunications services to the public through radio transmission. A provider is not necessarily an "operator" as defined in this article, though a provider may obtain a license or lease space or equipment from telecommunications facilities operators.

Site plan means, for the purposes of this article, a proposal, submission or request to install an antenna or tower that includes:

- (1) A description of the method of installation;
- (2) A description of a maintenance plan for the structure or facility;
- (3) Name and address of the owner of such structure/facility; and
- (4) A legal description of the parent tract and leased parcel;

if applicable, on-site and adjacent land uses, comprehensive plan land use classification of the site, a visual impact analysis and photo digitalization of the tower or antenna and all attachments including associated buildings and equipment containers at the property line, as well as at a distance of 250 feet and 500 feet from all properties within that range, or at other points agreed upon in a preapplication conference.

Stealth facility means a state-of-the-art tower or antenna that is disguised, hidden, part of an existing or proposed structure, or placed within an existing or proposed structure in a manner that makes it not readily identifiable as a telecommunications facility. A stealth facility may or may not have a secondary function (e.g., bell tower, spire, flag pole, etc.).

Telecommunications facility means a facility that includes cables, wires, lines, wave guilds, antennae and any other equipment or facility that is used or associated with the provision of one or more telecommunications services, including, without limitation, antenna towers, radio transmitting towers other supporting structures, and associated facilities used to transmit telecommunications signals, excluding amateur radio transmitting towers and broadcasting facilities. An open video system is not a telecommunications facility to the extent that it only provides video services a cable system is not a telecommunications facility to the extent that it only provides cable service.

Telecommunications tower means any structure and support thereto, designed and constructed primarily for the purpose of supporting one or more antennae for intended to provide telecommunications services, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes personal wireless service facilities used for the provision of commercial mobile services, unlicensed wireless services (telecommunications services using duly authorized devices which do not require individual licenses), and common carrier wireless exchange access services. The term "telecommunications tower" does not include radio and television transmission towers, amateur radio transmitting towers and broadcast facilities.

Whip antenna means a cylindrical antenna that transmits signals in 360 degrees.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-52)

Cross reference— Definitions generally, § 1-2.

Sec. 74-63. - Applicability.

(a) Permitted uses. Permitted uses shall include:

- (1) Telecommunications facilities located on property owned, leased, or otherwise controlled by the town provided that a license or lease authorizing a telecommunications facility has been approved by the town commission and that the requirements for indemnification and insurance of section 74-70 have been met.
- (2) Telecommunications facilities on property located within the CLIC-1 Campus Light Industrial Commercial or C-4 Commercial zoning district.
- (3) Antennae that will be collocated on existing telecommunications towers in any zoning district. Such antennae may be approved by the town manager or the town manager's designee.

- (b) Special exception uses. A special exception use on privately owned property located within any zoning district other than those listed in subsection (a)(2) of this section. A different existing use or an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.
- (c) New telecommunications facilities, towers and antennae. All new telecommunications facilities, towers or antennae in the town shall be subject to these regulations, except as provided in subsections (d) and (e) of this section, inclusive.
- (d) Broadcasting facilities amateur radio station operators receive only antennae. This article shall not govern any tower, or the installation of any antenna, that is for the use of a broadcasting facility or is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive only antenna purposes.
- (e) Preexisting towers or antennae. Preexisting towers and preexisting antennae shall not be required to meet the requirements of this article, other than the requirements of sections 74-65(12), (14), and (20). However, should any FAA or FCC regulation or standard require retroactive application, then the facility must comply with such standard or regulation within six months of the effective date of such standard or regulation, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to comply within the specified time period shall constitute grounds for removal at the operator's expense.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-53)

Sec. 74-64. - Application and review process.

- (a) Preapplication conference. Any applicant for an antenna or tower siting permit may request a preapplication conference with the town. Such request shall be submitted with a nonrefundable fee of \$250.00 to reimburse the town for the cost and fees incurred by the conference.
- (b) Review of applications for permitted uses. Any application for a new antenna or tower shall be accompanied by a nonrefundable fee of \$500.00 to cover the administrative costs of the review and be subject to the following:
 - (1) Applications for new towers.
 - a. Applications for a new tower siting permit must include a site plan and information which satisfies the requirements of this article. The town shall act on any application within a reasonable period of time after the request is duly filed with the town taking into account the nature and scope of such request. However, if the town does not accept the application as provided as complete and accurate, or if the town deems it necessary to make a reasonable request for additional information, the time in which an application is processed pursuant to this article shall be tolled pending the receipt of the requested information and evaluation thereof.
 - b. All applications for a new tower shall require approval by the town commission, at a public hearing to be held within 45 days after receipt of a completed tower siting application, following a recommendation for approval by the planning and zoning board. All applications for new tower siting shall require review and recommendation for approval by the planning and zoning board and approval of the town commission.
 - (2) Applications for collocation of facilities, cable microcell networks and microwave dish antennae.
 - a. Applications for the collocation of telecommunications facilities, cable microcell networks and microwave dish antennae must include information which satisfies section 74-65(4)e, regarding structural strength, and section 74-65(4)f, regarding electromagnetic/radio interference.
 - b. Applications for the collocation of telecommunications facilities, cable microcell networks and microwave dish antennae shall be approved by administrative review by the town

manager or the town manager's designee not more than 30 days following the filing of a completed application as provided in this article. If not so approved, it shall be submitted to the town commission for review.

- c. Applications must certify that the collocated antennae, cable microcell networks and microwave dish antennae comply with all applicable FCC and FAA regulations, the general requirements listed in section 74-65 and all applicable building codes.
- (c) Review of applications for special exception uses. The review and approval of any application for the siting of special exception uses as defined in section 74-66 shall be governed by the requirements in section 74-66(b).
- (d) Denial of application. Any denial of an application to place, construct, or modify any telecommunications tower or antenna regulated by this article shall be issued by the town commission or the town manager or the town manager's designee, as required herein, and shall be in writing and supported by substantial evidence contained in a written record.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-54)

Sec. 74-65. - General requirements.

The following general requirements shall apply to all new telecommunications facilities, whether a permitted use or a special exception use:

- (1) Information required.
 - a. A scaled site plan clearly indicating the location, type and height of the proposed telecommunications facility, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities), comprehensive plan future land use designation of the site and all properties within the applicable separation distances set forth in subsection (9) of this section, adjacent roadways, proposed means of access, setbacks from property lines set forth in subsection (8) of this section, elevation drawings of the proposed telecommunications facility, topography, parking, and other information deemed by the community development director to be necessary to assess compliance with this article.
 - b. The setback distance between the proposed telecommunications facility and the nearest residential unit, platted residentially zoned properties, and unplatted residentially zoned properties.
 - c. The separation distance from other telecommunication facilities described in the inventory of existing sites submitted pursuant to subsection (3) of this section shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing telecommunication facilities and the operator of the existing tower, if known.
 - d. A landscape plan which meets the requirements of chapter 78, article VIII of this Code, regarding landscaping and vegetation protection.
 - e. Method of providing security enclosure and finished color and the method of providing stealth design and illumination.
 - f. A description of compliance with all applicable federal, state or local laws including all provisions within the zoning ordinance set forth in chapter 78.
 - g. A notarized statement by the applicant's engineer that the telecommunications facility will accommodate the collocation of additional antennae for future users.
 - h. Identification of the entities providing the backhaul network for the telecommunications facility described in the application and other telecommunication facilities owned or operated by the applicant in the town.

- i. A description of the suitability of the use of existing towers, buildings and other structures to provide the services to be provided through the use of the proposed new tower in order to avoid the siting of new towers or structures. This description shall address the requirements of subsection (4) of this section.
 - j. A description of the feasible alternative location of the proposed tower or antenna within the town based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower or antenna is erected.
- (2) Inventory of town-owned property. The town shall prepare and provide an inventory of town-owned property to applicants for telecommunications facilities.
 - (3) Inventory of existing sites. Each applicant for an antenna and/or tower shall provide to the community development director an inventory of its existing towers, antennae, or sites approved for towers or antennae, that are either within the jurisdiction of the town or within one mile of the border thereof, including specific information about the location, height, and design of each tower.
 - (4) Availability of suitable existing towers, other structures, or alternative technology. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the town commission that no reasonable alternative technology exists that can accommodate the applicant's proposed antenna. An applicant shall submit information related to the availability of suitable existing towers, other structures or alternative technology. Evidence submitted to demonstrate that no existing tower, structure or alternative technology can accommodate the applicant's proposed antenna may consist of any of the following:
 - a. An affidavit demonstrating that the applicant made diligent efforts for permission to install or collocate the applicant's telecommunication facilities on towers or usable antenna support structures located within a one-mile radius of the proposed tower site.
 - b. Affidavit demonstrating that the applicant made diligent efforts to install or collocate the applicant's telecommunication facilities on towers or usable antenna support structures owned by other persons located within a one-mile radius of the proposed tower site.
 - c. An affidavit demonstrating that existing towers or structures located within the geographic search area as determined by a state licensed professional engineer do not have the capacity to provide reasonable technical service consistent with the applicant's technical system, including but not limited to, applicable FCC requirements.
 - d. Written technical evidence from a state licensed professional engineer that existing towers or structures are not of sufficient height to meet applicable FCC requirements.
 - e. Written technical evidence from a radio frequency engineer that existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
 - f. Written technical evidence from a certified radio frequency engineer that the applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures and that the antennae on the existing towers or structures cannot be relocated on the structure to accommodate additional users, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna and that the antenna on the existing towers or structures cannot be relocated to accommodate additional users, or that the applicant's proposed antenna would otherwise interfere with public safety communications or the usual and customary transmission or reception of radio, television, or other communications service enjoyed by adjacent residential and nonresidential properties.
 - g. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.
 - (5) Fair market value for collocation. A tower operator shall not charge a provider seeking to collocate on a tower in excess of the fair market value for the space, as determined at the time

of its request for collocation. In the event of a dispute as to the fair market value of the space, the parties shall select an independent appraiser to determine fair market value. If the parties cannot agree on a selection of an appraiser, the town shall select one. All appraisals shall be performed at the expense of the parties.

(6) Aesthetics. Towers and antennae shall meet the following requirements:

- a. To minimize adverse visual impacts associated with unnecessary proliferation of antenna towers, the location of antennae on existing structures shall take precedent over the construction of new antenna towers.
- b. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be, to the maximum extent possible, of stealth design.
- c. To minimize adverse visual impacts, the antenna has been selected based upon the following priority: 1. Stealth; 2. Panel; 3. Whip; and 4. Dish. If the first priority is not selected, the applicant shall demonstrate in a manner acceptable to the town, why each higher priority cannot be used for a particular application.
- d. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a color so as to reduce visual obtrusiveness.
- e. At a tower or antenna site, the design of the telecommunications facility shall, to the maximum extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings. The proposed telecommunications facility design shall be included in the application and shall be required to be recommended for approval by the planning and zoning board to the town commission for its approval.
- f. The facilities must comply with all applicable landscaping requirements of this Code. The town may require landscaping in excess of those requirements in order to enhance compatibility with adjacent uses or zoning districts.
- g. For collocated facilities, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure to minimize the visual impact and enhance compatibility with surrounding development.

(7) Height.

- a. Applications to install antennae on any preexisting commercial, industrial, professional, or institutional structure, including utility or light pole, must certify that the antennae do not extend more than 20 percent above the original height of the structure.
- b. Towers shall not be constructed to any height in excess of those provided below:
 1. For a single user, up to 90 feet in height;
 2. For two users, up to 120 feet in height;
 3. For three or more users, up to 150 feet in height.

(8) Setback distances. The following setback requirements shall apply to all telecommunications facilities:

- a. Towers and accessory buildings must be set back a distance equal to at least 110 percent of the height of the tower from any adjoining property lot line.
- b. Accessory buildings must satisfy the minimum zoning district setback requirements.

(9) Separation. All towers shall be separated by a distance of one-half of one mile. A new tower shall not be permitted in a location within one-half of one-mile distance of an existing tower.

- (10) Measurement. Measurement of tower setbacks and separation distances shall be calculated and applied in relation to all adjacent facilities whether located inside or outside the boundaries of the town.
- (11) Security fencing. Telecommunications facilities shall be enclosed by security fencing not less than six feet in height and towers shall be equipped with anticlimbing devices or apparatuses.
- (12) Lighting. Towers/antennae shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.
- (13) Prohibition of antennae mounted on utility poles or light poles. Antennae shall be prohibited on utility poles, telephone poles or light poles. Cable microcell network transmitters/receivers shall be exempt from this prohibition.
- (14) State or federal requirements. All towers/antennae must meet or exceed current standards and regulations of the FAA, the FCC (including emissions standards), and any other agency of the state or federal government with the authority to regulate towers and antennae. If such standards and regulations are changed and the promulgating authority requires retroactive application of such standards, then the operators of the towers and antennae governed by this article shall bring such towers and antennae into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennae into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.
- (15) Building codes; safety standards. Prior to the issuance of a building permit to construct an antenna or tower, the owner/applicant shall provide the town with all applicable licenses and certifications from federal, state and county agencies. To ensure the structural integrity of towers, the operator of a tower shall ensure that it is maintained in compliance with standards contained in applicable federal, state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the town engineer or the town engineer's designee concludes that a tower fails to comply with such codes and standards, then upon notice being provided to the operator of the tower, the operator shall have 30 days to bring the tower into compliance with such standards. Failure to bring a tower into compliance within 30 days shall constitute grounds for the removal of the tower at the operator's expense.
- (16) Not essential services. Towers and antennae shall be regulated and permitted pursuant to this article and shall not be regulated or permitted as an essential service, public utility or private utility.
- (17) Franchises. Owners and/or operators of towers or antennae shall certify that all franchises required by law for the construction and/or operation of a wireless communication system in the town have been obtained and shall file a copy of all required franchises with the community development director.
- (18) Signs. No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, but excluding warning signs, shall be allowed on any part of an antenna or tower. Any signs placed in violation of this section shall be removed immediately at the operator's expense. Notwithstanding any contrary provisions of the town's zoning code, the following warning signs shall be utilized in connection with the tower or antenna site, as applicable:
 - a. If high voltage is necessary for the operation of the tower or any accessory structures, "HIGH VOLTAGE DANGER" warning signs shall be permanently attached to the fence or wall surrounding the structure and spaced no more than 40 feet apart; "NO TRESPASSING" warning signs shall be permanently attached to the fence or wall surrounding the structure and spaced no more than 40 feet apart;
 - b. The height of the lettering of the warning signs shall be at least 12 inches and the signs shall be installed at least five feet above the finished grade;

- c. The warning signs may be attached to freestanding poles if the content of the sign may be obstructed by landscaping.
- (19) Multiple antenna/tower plan. So as to lessen proliferation, the town encourages tower applicants to submit a single application for approval of multiple providers on a single site. Applications for approval of multiple providers on a single site shall be given priority in the review process.
- (20) Inspections; reports; fees.
- a. Telecommunications facilities operators shall submit a report to the town certifying structural and electrical integrity. The reports shall be due to the town every two years on the anniversary date of the issuance by the town of the approval for siting of the facility. The report shall be accompanied by a nonrefundable fee of \$200.00 to reimburse the town for the cost to review the report.
 - b. The town may conduct periodic inspection of telecommunications facilities, at the operator's expense, to ensure structural and electrical integrity and compliance with the provisions of this article. There shall be a maximum of one inspection per year unless there is an emergency, extraordinary conditions or other reason to believe that the structural and electrical integrity of the facility is jeopardized.

(Ord. No. 18-1998, § I, 10-7-1998; Ord. No. 1-1999, § I, 1-6-1999; Code 1978, § 7.1-55)

Sec. 74-66. - Special exception uses.

- (a) Purpose. The purpose of said special exception shall be to provide for circumstances where, based upon existing or available technology, an applicant is able to demonstrate, based upon verifiable technical evidence, that it is unable to locate a telecommunications facility which is necessary under its service requirements under the terms of the existing provisions of this article, on any available sites (including opportunities for collocation) and that, pursuant to federal law, it has a right to locate a telecommunications facility in a location not permitted under the provisions of this article or in accordance with the terms of this article.
- (b) Application review and approval. The following provisions shall govern the review and approval of special exception use applications for towers and antennae by the town:
 - (1) If the tower and antenna is not a permitted use, as defined in section 74-63(a), then special exception approval shall be required.
 - (2) The review of any application for a special exception use under this section shall require approval by the town commission, at a public hearing, following a recommendation for approval by the planning and zoning board.
 - (3) In granting a special exception approval, the town commission may impose conditions to the extent the town commission concludes such conditions are necessary to minimize any adverse effect of the proposed telecommunications facility on adjoining properties.
 - (4) Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a state-licensed professional engineer.
 - (5) An applicant for special exception use shall submit the information described in this section and section 74-65. This information shall be accompanied by a nonrefundable fee of \$1,000.00 to cover the administrative costs of the review. Any costs or expenses incurred by the town that exceed \$1,000.00 shall be reimbursed by the applicant upon the applicant's receipt of an invoice from the town setting forth the expenses that exceeded \$1,000.00. Any preapplication conference fee shall accompany the information as provided in section 74-64(a). The application shall be signed in the presence of a notary public and the notary shall affix such notary's seal to the application.

- (6) The town manager may commission a review by a professional with technical expertise in this area to review the application and information submitted by the applicant. The applicant shall be responsible for the costs of said study. The town shall obtain a cost estimate for the study and shall submit said cost estimate to the applicant who shall be responsible for paying said amount to the town for the sole purposes of compensating the expert who will be conducting the review of the application and information. No action shall be taken upon the application until such payment is made to the town. Upon receipt of the payment as set forth above, the town shall engage the services of an expert to review the application and to provide expert conclusions, including whether the applicant can co-locate its proposed tower or antenna.
 - (7) Within 45 days of receipt of this study, the matter shall be brought before the town commission for a public hearing. Said hearing shall be held as a quasijudicial hearing subject to the procedures for said hearings as provided in the Code. It shall be the burden of the applicant to make all showings and provide all evidence required for the granting of a special exception.
- (c) Factors considered in granting special exception approval for telecommunications facilities. The town commission shall consider the following factors in determining whether to approve a special exception:
- (1) Height of the proposed tower/antenna;
 - (2) Proximity of the tower/antenna to residential structures and residential district boundaries;
 - (3) Nature of uses on adjacent and nearby properties;
 - (4) Surrounding topography;
 - (5) Surrounding tree coverage and foliage;
 - (6) Design of the tower/antenna, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
 - (7) Proposed ingress and egress; and
 - (8) Availability of suitable existing towers, buildings and other structures, in order to avoid the siting of new towers or structures, as discussed in section 74-65(3).

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-56)

Sec. 74-67. - Buildings or other equipment storage.

Equipment cabinets or structures used in association with antennae mounted on structures or rooftops shall not contain more than 350 square feet of gross floor area or be more than ten feet in overall height. Equipment storage buildings or cabinets shall comply with all applicable building codes. Applicants must provide assurances from a structural engineer that the structural integrity of the structure or rooftop will not be compromised by the cabinet or structure.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-57)

Sec. 74-68. - Removal of abandoned antennae and towers.

Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the operator of such antenna or tower shall remove the same within 90 days of receipt of notice from the town. Failure to remove an abandoned antenna or tower within said 90 days shall be grounds to remove the tower or antenna at the operator's expense. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-58)

Sec. 74-69. - Nonconforming uses.

- (a) No expansion of nonconforming use. Towers that are constructed, and antennae that are installed, in accordance with the provisions of this article shall not be deemed to constitute the expansion of a nonconforming use or structure.
- (b) Preexisting towers. Preexisting towers shall be allowed to continue their usage as they presently exist pursuant to chapter 78, article VII of this Code, regarding nonconforming lots, uses of land, structures, and uses of structures and premises. Routine maintenance (including replacement with a new tower of like construction and height) shall be permitted on such preexisting towers. New construction other than routine maintenance on a preexisting tower shall comply with the requirements of this article.
 - (1) Modification to existing site. Up to 50 percent of the height of an existing tower may be replaced as part of modifications made to provide for collocation of a new facility. Replacement of more than 50 percent shall be considered a new tower and shall meet all of the applicable requirements.
 - (2) Rebuilding damaged or destroyed existing site. Existing facilities that are damaged or destroyed may be rebuilt through administrative review and approval, provided the replacement facility is the same as the original in type, location and intensity or brings a previously nonconforming site into greater conformance and that no more than 50 percent of the facility is involved. If more than 50 percent of the facility is involved, it shall be considered a new facility that shall meet all applicable requirements. All replacement shall comply with the then applicable building codes and building permits obtained within 180 days from the date the facility is damaged or destroyed. If no permit is obtained or expires, the facility shall be deemed abandoned.
- (c) Rebuilding damaged or destroyed nonconforming towers or antennae. Nonconforming tower and antennae that are damaged or destroyed shall be required to meet the requirements as set forth in chapter 78, article VII of this Code.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-59)

Sec. 74-70. - Indemnification and insurance.

- (a) Indemnification. The town shall not enter into any lease agreement until and unless the town obtains an adequate indemnity from the tower operator. The indemnity must at least:
 - (1) Release the town from and against any and all liability and responsibility in or arising out of the construction, operation or repair of the telecommunications facility. Each telecommunications facility operator must further agree not to sue or seek money or damages from the town in connection with the above mentioned matters;
 - (2) Indemnify and hold harmless the town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the town or any third party arising out of, or by reason of, or resulting from telecommunications facility operator, or provider or its agents, employees, or servants' negligent acts, errors or omissions.
 - (3) Provide that the covenants and representations relating to the indemnification provision shall survive the term of any agreement and continue in full force and effect as to the party's responsibility to indemnify.
- (b) Insurance. The town shall not enter into any lease agreement until and unless the town obtains assurance that such operator (and those acting on its behalf) have adequate insurance. At a minimum, the following requirements must be satisfied:

- (1) Telecommunications facility operator shall not commence construction or operation of the facility without obtaining all insurance required under this section and approval of such insurance by the finance director of the town, nor shall a telecommunications facility operator allow any contractor or subcontractor to commence work on its contract or subcontract until all similar such insurance required of the same has been obtained and approved. The required insurance must be obtained and maintained for the entire period that the telecommunications facility is in existence. If the operator, its contractors or subcontractors do not have the required insurance, the town may order such entities to stop operations until the insurance is obtained and approved.
 - (2) Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the finance director of the town. For entities that are entering the market, the certificates shall be filed prior to the commencement of construction and once a year thereafter, and as provided below in the event of a lapse in coverage.
 - (3) These certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least 30 days prior written notice has been given to the town. Policies shall be issued by companies authorized to do business under the laws of the state.
 - (4) In the event that the insurance certificate indicates that the insurance shall terminate or lapse during the term of existence of the tower, then, in that event, the telecommunications facility operator shall furnish, at least 30 days prior to the expiration of such insurance, a renewed certificate of insurance evidencing equal and like coverage for the balance of the period.
- (c) Comprehensive general liability. A telecommunications facility operator, and its contractors or subcontractors engaged in work on the operator's behalf, shall maintain minimum insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, and certain contracts. Coverage shall be written on an occurrence basis and shall be included, as applicable, in the lease agreement between the town and the telecommunications facility operator.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-60)

Sec. 74-71. - Security fund.

- (a) Every telecommunications service provider, whether on public or private property, shall establish a cash security fund, or provide the town with an irrevocable letter of credit in the same amount, to secure the payment of removing an antenna or tower that has been determined to be abandoned, pursuant to section 74-69 and to provide the town a fund from which to deduct fines and penalties for noncompliance with this Code or other applicable laws. The amount to be provided for each tower shall be \$25,000.00; the amount for each antenna array shall be \$5,000.00.
- (b) In the alternative, in the town's sole discretion, an operator may, in lieu of a cash security fund or letter of credit, file and maintain with the town a corporate guarantee with an acceptable surety in the amount of \$25,000.00 for each tower and \$5,000.00 for each antenna array.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-61)

Sec. 74-72. - Penalties.

Violation of a provision of this article may be deemed grounds for removal of the telecommunications facility and/or punishable as provided for in F.S. ch. 162 and chapter 9, article II of this Code, as both may be amended from time to time. Additionally, the town may seek any remedy or damages to the full extent of the law.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-62)

Sec. 74-73. - Provisions of this article control.

Notwithstanding any contrary provision of this Code, including chapter 78, zoning, the provisions of this article shall control.

(Ord. No. 18-1998, § I, 10-7-1998; Code 1978, § 7.1-63)

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

RG TOWERS, LLC,

Petitioner,

vs.

TOWN OF LAKE PARK,

Respondent.

Case No. _____

APPENDIX TO RG TOWER'S
PETITION FOR WRIT OF CERTIORARI

EXHIBIT I

STAFF REPORT



DESCRIPTION: Site Plan Application for a proposed 125-foot Stealth “Yard Arm”
Telecommunications Tower at the Lake Park Harbor Marina

REQUEST: In 2014, upon the recommendation of the then Town Manager, the Commission entered into a “Site with Lease Option Agreement” (“Lease”) with T-Mobile. The Lease enabled T-Mobile to perform such studies and analysis as it determined necessary and at its option to submit an application to construct a telecommunications tower (“Tower”) at the Lake Park Harbor Marina (“Marina”) in accordance with a site plan which was attached to and incorporated as part of the Lease as an exhibit. T-Mobile assigned the Lease to RG Towers LLC (“Applicant”). The Applicant elected to pick up the option and submit an application for a site plan which, if approved by the Commission, would authorize the construction of a 125-foot stealth tower upon the property being leased to the Applicant. The leased area is legally described in the Lease (“Site”) and is located on Marina grounds, adjacent to the existing dock space and office building. The Tower is referred to as a “stealth” tower because antennae or microwave dishes are not installed outside of the monopole structure. (See **Exhibit “A”** for the Lease Option Agreement and the amendment thereto). The Lease provides for an initial annual rental payment to the Town of \$2,950. The Site area measures 25 feet by 30 feet (750 square feet). The future land use designation of the Site is “Public Buildings and Grounds/Recreation and Open Space” and its zoning district is “Public.”

PLANNING & ZONING BOARD MEETING (January 4, 2016): On a vote of 4-0, the application was continued to the February 1, 2016 Planning & Zoning Board meeting with the following information being requested by the Applicant (complete minutes are available with the meeting packet):

- (1) Additional view sheds of the proposed tower looking from the surrounding residential structures with a distance measurement (in feet) and the actual heights of the surrounding buildings. Namely, the 301 Lake Shore Drive building; 220 Lake Shore Drive building; and 302 Lake Shore Drive building.
→ The Applicant submitted a revised visual analysis addressing this comment which is part of **Exhibit “B”**.
- (2) Collocation efforts. Documented outreach efforts and analysis for all the towers located within the 1-1.5 mile range from the proposed location, as well as all surrounding structures, as to why a collocation is not feasible. → The Applicant submitted a revised competitive analysis addressing this comment partially in writing which is part of **Exhibit “B”**. The Applicant’s Engineer provides reasons why collocation on structures located within 1-1.5+ miles is not possible and will be available at the meeting to elaborate and answer any questions the Board may have. Explanations identifying why collocation on the neighboring residential structures has not been provided in writing (other than the previous 401 building association email) however, the Applicant is prepared to address this matter at the meeting since it was verbally explained to Staff that diligent efforts were made in the past to the 501 and 401 Lake Shore Drive buildings, were denied, and led them to the Marina location for which a

Lease Option was entered into with the Town. Furthermore, the Applicant explained that since the buildings are under 100 feet, they would not be a suitable collocator location.

- (3) Written responses to the conditions of approval and justifications as to why the Applicant is unwilling and unable to meet those conditions proposed by staff. → The Applicant responses to the conditions of approval which are part of **Exhibit "B"**.
- (4) Written statement that the Applicant would be willing to take down the flags at night; or compensate the Town (manpower) for doing so; if in fact flags requiring lighting are recommended. → While the Applicant did not submit a statement in writing, Ms. Holly Valdez and Mr. Josh Long, representatives for RG Towers, confirmed that they are willing to adhere to either scenario, depending on the Town's desire.

BACKGROUND INFORMATION

Applicant(s): RG Towers LLC
Owner: Town of Lake Park (See Exhibit "A" for Lease Option Agreement and Amendment Documents)
Address: 105 Lake Shore Drive
Lot Size: 10.1675 acres

Existing Zoning: Public
Existing Land Use: Public Buildings and Grounds/Recreation and Open Space

Adjacent Zoning

North: Residential-1AA (Condominiums)
South: Residential Single-Family (Riviera Beach)
East: Intracoastal Waterway
West: Residential-2A (Condominium and Single-Family)

Adjacent Land Use

North: Condo Density
South: Low Density Residential (Riviera Beach)
East: Intracoastal Waterway
West: Commercial/Residential



CONSISTENCY WITH THE COMPREHENSIVE PLAN

The Future Land Use designation for the Lake Park Harbor Marina is Public Buildings and Grounds/Recreation and Open Space. Combined, these designations are defined as the following in the Future Land Use Element of the Comprehensive Plan:

“Public Buildings and Grounds – Lands and structures that are owned, leased, or operated by a government entity such as libraries, police stations, fire stations, post offices, government administration buildings, and areas used for associated storage of vehicles and equipment, with a maximum F.A.R. of 3.0. Also, lands and structures owned or operated by a private entity and used for a public purpose such as a privately held by publicly regulated utility. Public schools are a permitted use within this land use designation.

Recreation and Open Space – Areas devoted to leisure time and outdoor recreational needs. The Recreation Overlay indicates areas that have been identified for potential future use as recreation and open Space...”

Telecommunication towers are used to provide wireless or cellular telecommunication service for the general public. Cellular or wireless telecommunication carriers are privately owned entities, but are not regulated by the Florida Public Service Commission as are public utilities such as BellSouth and FPL. However, Staff believes that the nature of cellular or wireless telecommunications carriers is such that they serve a public purpose by providing the public with telecommunications and internet communication services similar to those provided by BellSouth (telephone) and FPL (internet through fiber optic). The Site is within Parcel 2 of the original Marina Deed documents but, unlike some of the other Parcels, does not contain deed restrictions limiting its use to public boat ramp purposes. It should be noted, however, that the use of the parcels which comprise the Marina are currently exclusively used for recreation and open space purposes.

CONSISTENCY WITH THE TOWN’S LAND DEVELOPMENT REGULATIONS FOR TELECOMMUNICATIONS TOWERS

Article III of Chapter 74 addresses Wireless Telecommunications Towers and Antennae. Section 74-61 explains the purpose of Article III as being intended to accomplish the following: (1) Protect residential districts from potential adverse impacts of towers and antennae; (2) Encourage the location of towers in **non-residential** areas and to locate them, to the extent possible, in areas where the adverse impact on the community is minimal; (3) Minimize the total number of towers throughout the community; (4) Strongly encourage the collocation on new and existing towers as a primary option rather than construction of additional single-use towers; (5) Encourage users of towers and antennae to configure them in a way that minimizes the adverse visual impact of the towers and antennae through careful design, siting, landscape screening, and **stealth technology**; (6) Facilitate the ability of the providers of telecommunications services to provide such services to the community through an efficient and timely application process; (7) Consider the public health and safety of telecommunications towers; (8) Avoid potential damage to adjacent properties from tower failure through careful siting of tower structures. In order to accomplish these purposes, Section 74-61 (b) states:

“In furtherance of these goals, the town shall give due consideration to the town's comprehensive plan, zoning map, existing land uses, and environmentally sensitive areas in approving sites for the location of towers and antennae. The town's small geographic size and compact, planned physical layout are unique among South Florida municipalities. The size and layout of the town result in the close proximity of differing types of land uses which has the potential to create land use conflicts. In order to protect the unique nature of the town and avoid land use conflicts, the town has enacted an article which takes that nature into

account in determining separation distances, setback distances and permitting procedures for wireless telecommunication towers and antennae.”

The review criteria used, pursuant to the Town Code, includes the following:

(1) **Permitted uses (Code Section 74-63)** → Telecommunications facilities located on property owned, leased, or otherwise controlled by the town provided that a license or lease authorizing a telecommunications facility has been approved by the town commission and that the requirements for indemnification and insurance have been met.

This proposal is a permitted use.

The Town entered into a Lease as required by this provision [Code Section 74-63(a)(1)]. In doing so, it also required Insurance and Subrogation and Indemnification. In reviewing this site plan application, the Town's insurance carrier, Gehring Group has also determined the following: *“The insurance liability limits in the agreement fall within the Town's minimum requirements. The requirement of a waiver of subrogation is also a well-reasoned inclusion. They will be required to send a technician to exact repairs from time to time. This technician will have to be on Lake Park property in order to complete his/her appointed repairs on the Tower. The Town needs to be certain that the tenant maintains an active workers' compensation policy in case their technicians should injure themselves in the course of those repairs while on Lake Park property. We do not see any language in the insurance section of the agreement referring to a workers' compensation. Therefore, we would recommend adding a requirement for evidence of workers' compensation insurance, also to include a waiver of subrogation.”* This additional requirement is being proposed as a condition of approval.

(2) **Health Impacts** → Staff questioned the Applicant regarding its concerns that a tower may have adverse health impacts on the residents of the residents of nearby condominiums and those utilizing the Marina. Staff's inquiry specifically relates to the *power generated by the tower and its frequencies*. The Applicant's response is that the setback requirements of the Code have been met, and that by doing so it has addressed Staff's expressed concerns. Also, the Applicant states that there is no substantial evidence that a tower will have an adverse impact on the health safety and welfare of neighboring residents or those using the Marina and the Telecommunications Act of 1996 pre-empts the Town from using this as a basis of denial. Staff still has concerns, but cannot legally use these concerns as a basis for denial.

(3) **Additional (future) ground space/equipment area** → The Lease provides land for a 125 foot tower. The Lease permits up to four collocators. However, at present only two cellular providers are accounted for in the 750 square feet of ground space. Assuming the use of the tower is expanded to provide for 4 collocators, additional ground space will be needed to support the facilities associated with the additional collocators. Staff initially recommended that the Applicant provide details regarding the additional ground space which may be required for each additional collocator to ensure there is sufficient room to expand on the site without impacting the retention area, even though the additional ground space will be subject to a site plan amendment review in the future. The Applicant initially responded in saying that it was too premature to address future ground space requirements now. The Applicant proposed to provide details for any additional ground space for collocators when it submits an application for any additional collocators. **Since the Lease provides for up to four collocators, and the Applicant is in the business of constructing towers and leasing space at the tower for collocators, Staff maintained its position and recommended through a condition of approval at the January**

4, 2016 P&Z meeting that the Applicant submit a revised site plan indicating the area within the Site where the facilities for any additional collocators would be located. The Applicant has included this area as a Phase 2 location (subject to future approval) on revised Sheets C-1 and C-2, therefore Staff eliminated this condition of approval.

(4) **Visual Impacts** → The antennas for cellular providers are generally attached to the monopole. The proposed Tower is a monopole with a “yard arm”. Presumably this design was proposed to be somewhat consistent with the nautical theme of the Marina. The Tower’s visual impact may be somewhat mitigated because the Applicant proposes a “stealth tower” which simply means that the antennae will be incorporated within the monopole and will not be attached on it. However, the Tower is still a 125 feet in height with a yard arm and will be visible for some distance in each direction. It may also be visible from the windows of some of the nearby residential units. The Applicant has submitted graphics and photographs showing the line of sight/view sheds/view corridors in each direction (east/west/north/south) with additional details from the original submittal in **Exhibit “B”**. The newly-hired Town Marina Director, Mr. Jonathan Luscomb, has also provided some valuable feedback regarding the aesthetics which has been included in **Exhibit “C”**. Mr. Luscomb has indicated that if in fact the tower get approved, he recommends a design which includes a better placement of the yard arm and the gaff so as to replicate examples found in Exhibit “C” and essentially provide more of a visual impact to the American Flag. Additionally, he recommends consideration of a Lake Park Marina Burgee at the top of the mast. This has been added as condition of approval #7.

(5) **Landscaping/Irrigation/Fencing surrounding proposed ground space** → The Town’s consulting Landscape Architect has determined that the landscape and irrigation plans submitted by the Applicant meet the Town’s *minimum* requirements, Nevertheless, because of the proximity of the tower to residential units and the public marina, the Landscape Architect recommends that the Applicant add additional **plantings so that the Site is more compatible with the surrounding residential and public park (and Marina) areas.** Staff originally recommended a condition requiring the Applicant to submit revised plans to show additional plantings. **Following, the January 4, 2016 P&Z Meeting, the Board recommended that the Applicant modify the trees to possibly include fuller, teller trees, which the Applicant has responded to by including Gumbo Limbo trees. Consequently, original condition #4 has been eliminated. Staff continues to recommend a condition which requires a revision to the site plan to show a decorative fence instead of the 8 foot wood fence.**

The Applicant’s perimeter landscaping is outside the leased area. Staff addressed this with the Applicant however, the Applicant insists that the location of the landscaping was verbally approved by the previous Town Manager. The Town Attorney has advised that the Town Manager could not approve plans which had not even been submitted to the Town for site plan review. At best, once the plans were submitted for Staff review, the Town Manger could have directed Staff to recommend to the Commission that the off-site landscaping should be accepted. Even so, this would require an amendment to the Lease as the Applicant is only legally authorized to use that property which is within the area described in the plan which was attached to the Lease. Consequently, the Applicant must revise its plans to show all perimeter landscaping within the **approved leased area per staff’s condition of approval.**

Finally, the Lease provides that utilities are to be provided at the Tenant’s expense, and that the Tenant shall, whenever practicable, install separate meters for utilities used on the Premises. **Staff recommends a condition which requires the Applicant to provide for a separate meter from Seacoast Utilities.**

(6) **Tower Maintenance and Access** → In an attempt to ensure necessary access, a 12 foot non-exclusive access easement and a 5 foot non-exclusive utility easement are shown on the plans submitted by the Applicant. When

repair work is needed for the Tower, the existing parking areas at the Marina will be utilized since these are public parking spaces therefore a parking issue is not presented. To ensure the Town is covered liability-wise, the Town Code also requires a security fund from which the Town can deduct fines and penalties for any future noncompliance with any of the Town Codes, or should the Town need to remove any equipment, antenna or tower due to abandonment. The amount for the tower as set by Code is \$25,000. Since a stealth design is proposed, exterior antennae arrays are not applicable therefore, additional amounts do not apply. **A Letter of Credit has been conditioned and will be required prior to the issuance of any development permits for the Tower, and will be subject to the approval of the Town Attorney, pursuant to the Town Code requirement for a security fund.**

(7) **Setbacks for Towers** → The Town Code Section 74-65(8) requires a minimum setback of 137.5 feet from each of the Site's property lines (i.e. 110% of 125 feet). The plans which have been submitted comply with this requirement.

(8) **Aesthetics** → The Town Code Section 74-65(6) (b), (c) and (d) addresses the following:

→ **(b) and (c)** To minimize adverse Aesthetic impacts, the Code recommends that Towers and antenna be designed based upon the following priority: **1. Stealth**; 2. Panel; 3. Whip; and 4. Dish. If the first priority is not selected, the applicant shall demonstrate in a manner acceptable to the town, why each higher priority cannot be used for a particular application. **The Applicant is proposing a stealth design.**

→ **(d)** Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a color so as to reduce visual obtrusiveness. **The Applicant is proposing a steel stealth pole which will be painted white since white is visually unobtrusive to the eye. Certainly, the Board and Commission may recommend an alternative color.**

Additional aesthetic considerations which are identified in this code section include, collocation (which has been further justified by the Applicant in Exhibit "B"); screening and landscaping which has been identified by the Applicant and explained in this report

(9) **Height [Code Section 74-65(7)]** → A tower with a height between 120 – 150 feet is identified in the Town Code as having a potential for more than three users. **The Site Lease with Option Agreement agrees to a 125 foot tower with four users.**

(10) **Lighting** → The Applicant's stealth design includes yardarms that can accommodate flags. The Planning and Zoning Board and the Town Commission should address whether or not flags should be flown from the yardarms. If so, then appropriate lighting and flag protocol must be employed. **A photometric plan has been conditioned prior to the issuance of any development permit should flags requiring lighting (for example, our National flag) be incorporated. The Applicant would be responsible for the maintenance of flags if installed. Additionally, the Town's Marina Director has provided some additional design considerations which have been included as condition of approval #7.**

(11) **Signage** → A warning sign must be placed on the ground level surrounding the equipment area.

(12) **Revenue** → The Lease Option set the Town's revenue stream at \$2,950 monthly plus a 50% revenue split for collocators and an annual 3% escalator. For year one, this translates to approximately \$35,400 plus a 50% split for collocators as they are incorporated and a 3% increase per year, for every year thereafter. While this is not subject to site plan review, it was considered as part of the Site Lease Option Agreement and is simply being identified.

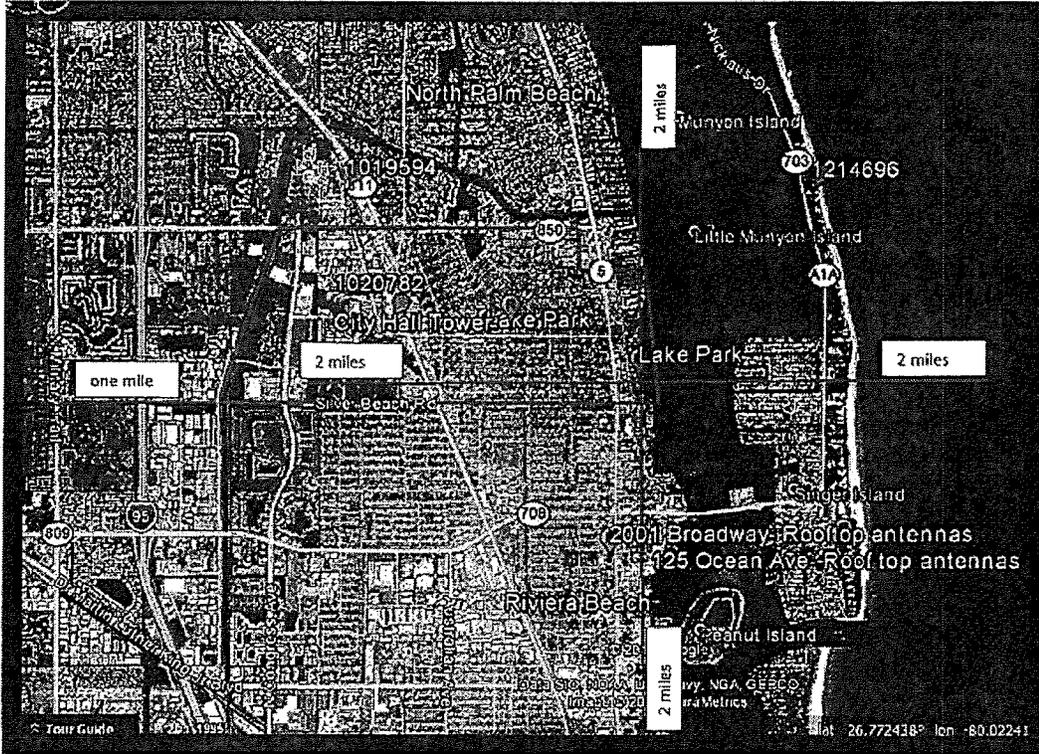
(13) **Availability of Other Existing Tower locations/Collocations Efforts** → The Applicant has submitted a study from an Engineer which reviews existing tower locations in the general vicinity of the Town and presents coverage maps. The Applicant's inquiry to a neighboring condominium building (401 Lake Shore Drive) was not favorably received. The Applicant's Engineer responses commence on page 8 of this report and additional information following the January 4, 2016 P&Z Meeting has been provided as Exhibit "B".

OVERVIEW OF GENERAL SITE PLAN CRITERIA

- (1) Is the proposed development compatible with the established or proposed character of the area
The residential buildings to the north are approximately 90 feet tall (based on their 8 stories and assuming approximately 11 feet per story). The buildings to the west is approximately 25 feet tall with rooftop (2 stories). The Tower is a 125 foot monopole. Its diameter does not resemble a building. The Tower's design is in the form of a yard arm. The character of the surrounding area is predominately multi-family residential buildings, a Marina, and public park recreation and open space. A determination will need to be made on the compatibility of the Tower with the character of the general area where the monopole is to be located.
- (2) The proposed development does not adversely affect property values in adjacent areas → *Staff has not generated any studies, nor have any studies of the effects of towers on adjacent property values been submitted to Staff for its review. Therefore, Staff cannot determine whether property values may or may not be affected. Staff did reach out to Wayne Lewis of Anderson and Carr for some feedback on the possible effect on property values. Mr. Lewis has been in the industry for decades and indicated the following:*
"I am not aware of any published studies...that type of appraisal can get kind of expensive because we would have to find locations of new towers and then research the effect on sales prices around the towers...the problems with this type of study are that values change over time and accounting for inflation during the time of the study has a tendency to limit credibility to some extent. All I can tell you is we can identify the location of relatively new towers (even that is somewhat hard to do) and then look for sales before and after to see if we see a clear trend. That takes a lot of time and we would need to charge in the \$6,000 range to get you a supportable document"
- (3) The proposed development would not be a deterrent to the improvement or development of adjacent property in accord with existing regulations → *The erection of a Tower upon the Site may be detrimental to the Town's mixed-use initiative to redevelop properties along Federal Highway. The Tower may also be a deterrent to the town's continuing efforts to increase occupancy of the Marina. The Tower may not be compatible with the adjacent uses of residential, Marina, public park and open space.*
- (4) The proposed development does not negatively impact adjacent natural systems or public facilities, such as parks → *The Tower will remove a centralized open space at the Marina.*

****See Exhibit "B" for a revised Competitive Analysis****

APPLICANT ENGINEERING FEASIBILITY REPORT – NEIGHBORING TOWERS AND LOCATION DETERMINATIONS *(submitted for January 4, 2016 P&Z Board meeting)*



Reg Number	Tower Owner	Distance	Height	Tower Type	Carriers	Address	Comments
1019594	SpectraSite Communications, LLC. through American Towers, LLC	2.03 miles	60.9'	Monopole	4	9190 Old Dixie Hwy Lake Park, FL	
1020782	SpectraSite Communications, LLC. through American Towers, LLC	1.46 miles	482'	Self-Support Tower	1 or 2	1115 Old Dixie Hwy (302758) W. Palm Beach, FL	provides strong indoor coverage levels for approximately one mile at which point service levels start to become inadequate
1214696	PALM BEACH, COUNTY OF	1.52 miles	269'	Roof top antennas	?	5420 North Singer Island Singer Island, FL	

unregistered	Crown Castle	0.82 mile	125'	Monopole	1	535 Park Avenue, Lake Park, FL 33403	Tower is unregistered. Crown site number 811572 Per town adopted budget for 2014-2015 revenue is 17,080.00
Rooftop	T-Mobile	1.04 miles		Roof top antennas	1	2001 Broadway, Riviera Beach FL	This rooftop antenna installation works well for approximately three quarters of a mile but the signal strength has dropped off significantly by E/W 28th ST
Rooftop	T-Mobile	1.56 miles		Roof top antennas	1	125 Ocean Ave, Palm Beach Shores FL	This rooftop facility provides good levels to the vicinity but levels across the water to the west are too weak for reliable service.

The Town of Lake Park jurisdiction is outlined in green.

ASR Registration Search

Registration Search Results

Displayed Results

PA = Pending Application(s)

Specified Search

Latitude='26-47-39.3 N', Longitude='80-3-7.8 W', Radius=3.2 Kilometers

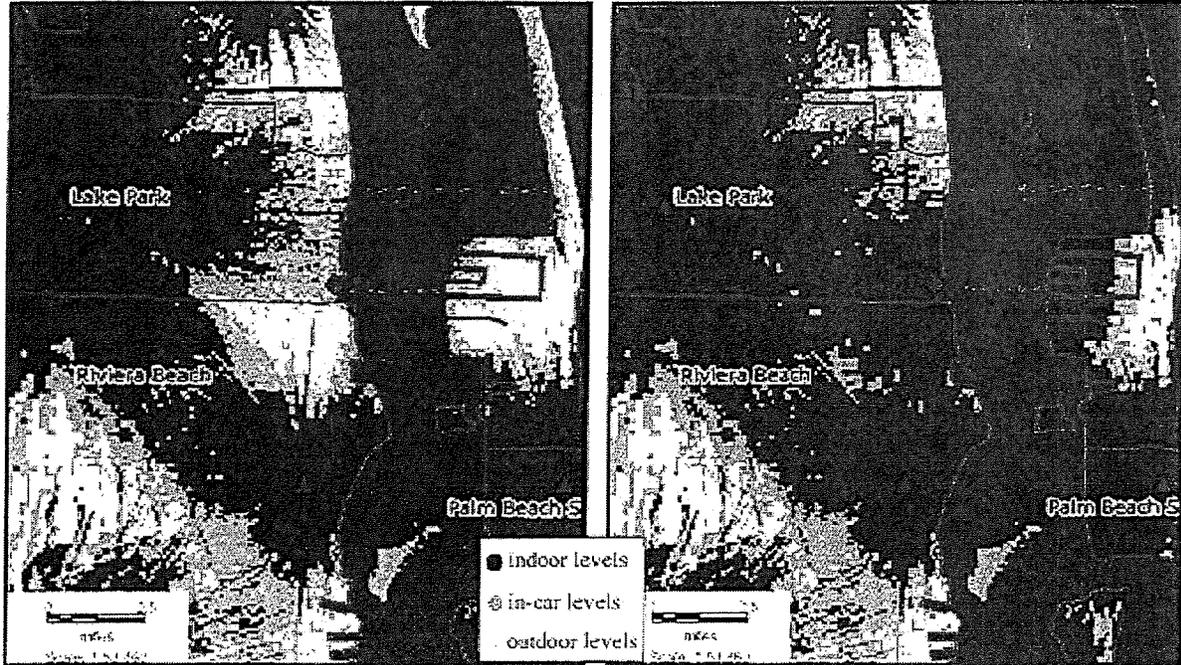
Registration Number	Status	File Number	Owner Name	Latitude/Longitude	Structure City/State	Overall Height Above Ground (AGL)
1 1019594	Constructed	A0604891	SpectraSite Communications, LLC. through American Towers, LLC.	26-48-40.0N 080-04-45.1W	LAKE PARK, FL	60.9
2 1020782	Constructed	A0738117	SpectraSite Communications, LLC. through American Towers, LLC.	26-47-59.7N 080-04-31.7W	W. PALM BEACH, FL	152.1
3 1214596	Constructed	A0612054	PALM BEACH, COUNTY OF	26-48-33.3N 080-02-06.6W	Singer Island, FL	86.5

6WP1273D

6WP1273D – Lake Park Marina Coverage Objective Clarification

Department: T-Mobile Engineering & Operations – Miami Market
Last Updated: 09/22/15

T-Mobile Coverage Map – Before and After including city boundaries



As shown in the propagation plots cell coverage from the proposed tower is predicted to provide substantial improvements in Lake Park in addition to areas of Riviera Beach. In Lake Park from Palmetto Drive in the north to Silver Beach Rd in the south and from 6th St in the west to the intracoastal waterway in the east would expect significant increases in signal levels. Likewise in Riviera Beach from Silver Beach Rd in the north to E 27th in the south and from 5th St in the west to across the intracoastal waterway in the east will have improved service levels.

Along with improving general service levels the addition of this new tower would improve the reliability of 911 calls in the areas directly surrounding the Lake Park Marina. Currently users attempting emergency calls at the Marina (especially indoors) may experience situations of difficulties in sending, receiving and maintaining calls. While there are no examples of 911 call failures in the area surrounding the Marina, the significant improvements in signal levels offer a more robust service environment with built in redundancy due to the additional serving towers in the event of outages.



6WP1273D – Lake Park Marina

RF Engineering Review

Department: T-Mobile Engineering & Operations – Miami Market

Last Updated: 06/24/15

Absence of health and interference impacts

In response to requirements specified in the Telecommunications Act of 1996, the Federal Communications Commission (FCC) adopted a set of new Radio Frequency (RF) exposure guidelines. Originally based on the ANSI/IEEE C95.1-1002 standards, the new guidelines were modified based on a large number of comments from industry, government agencies including the EPA, FDA, NIOSH and OSHA and the public. Radio Frequency transmitting facilities, such as the proposed structure at Lake Park Marina are required to undergo routine evaluation for RF compliance whenever an application is submitted to the FCC. Failure to comply with exposure guidelines could lead to the eventual rejection of an application. The FCC Office of Engineering & Technology (OET) bulletin #56 states, "The FCC's policies with respect to environmental RF fields are designed to ensure that FCC-regulated transmitters do not expose the public or workers to levels of RF radiation that are considered by expert organizations to be potentially harmful." Although the technical aspects of evaluating compliance for cellular providers is beyond the scope of this submission the FCC publishes a number of studies and bulletins available to the public. Along with OET #56 (Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields) and OET#65 (Questions and Answers about Biological Effects and Potential Hazards of Radiofrequency Electromagnetic Fields) less technical information is available with for example "Fact Sheets)" on New National Wireless Tower Siting Policies which can be found at the FCC website. (attached as part of this submission as well)

Specifically addressing the absence of health concerns from fact sheet #2:

17. Have any studies been conducted on potential health hazards of locating an antenna structures close to residential communities?

Answer: Many governmental agencies, scientists, engineers and professional associations have conducted studies of exposure levels due to RF emissions from cellular transmitter facilities. These levels have been found to be typically thousands of times below the levels considered to be safe by expert entities such as the Institute of Electrical and Electronics Engineers, Inc. (IEEE), and the National Council on Radiation Protection and Measurements (NCRP), as reflected in the Commission's rules governing RF emissions.

RF Engineering Review

Letter of non-interference with radio services and public safety communications

This letter responds to request for information about the proposed T-Mobile antenna facility at the FPL Palm Beach Storage Facility and its potential interference with communication facilities located nearby, as well as the FCC rules governing the human exposure to radio frequency energy (OET 65 guidelines). T-Mobile shall comply with all FCC rules regarding interference to other radio services and with all FCC rules regarding human exposure to radio frequency energy. T-Mobile shall comply with all building and jurisdiction codes as applicable to the facility.

All installations including radio transceiver, antennas, coax and ancillary equipment will conform to FCC guidelines regarding registration and final determination for compliance with all applicable FAA rules and regulations.

T-Mobile radio signals are transmitted on exclusively assigned channels within the E and F band in the PCS spectrum and the D, E, F1 and F2 in the AWS spectrum and A Band in 700MHz. The Federal Communication Commission (FCC) has allocated these frequencies exclusively for use by cellular service providers. Each cellular service provider is assigned specific frequencies (channels) on which to transmit and receive radio signals.

Cellular transmitters must be type-accepted by the FCC to ensure compliance with technical standards that limit the frequencies, output power, radio frequency emissions, spurious radio noise and other technical parameters. Cellular licensees like T-Mobile are required to use type-accepted equipment. The assignment of frequencies and FCC rules keep cellular radio signals from interfering with or being interfered with by other radio transmissions and provide guidelines outlining the limits for permissible human RF exposure. In the event of a complaint of interference or other concerns about cellular antenna facilities, the FCC has a resolution process to determine the source of interference and whether a facility is in compliance with FCC rules.

In the event of interference or other known issues with the transmission facility contact with the T-Mobile Network Operations Center (NOC) can be established 24 hours a day, 7 days a week 365/366 days per year at the following numbers: (877) 611-5868 (DAY), (877) 611-5868 (NIGHT)

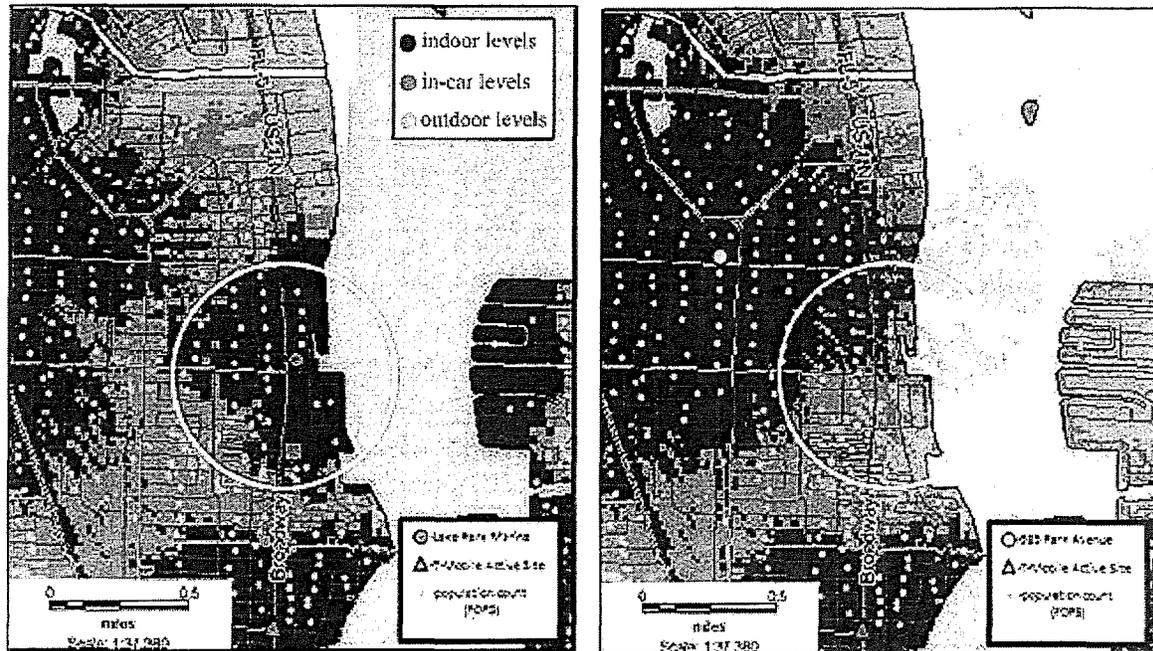
Name Patrick Keane

Title T-Mobile RF Engineer



Signature

T-Mobile Coverage Map – Alternate Candidate – Propagation



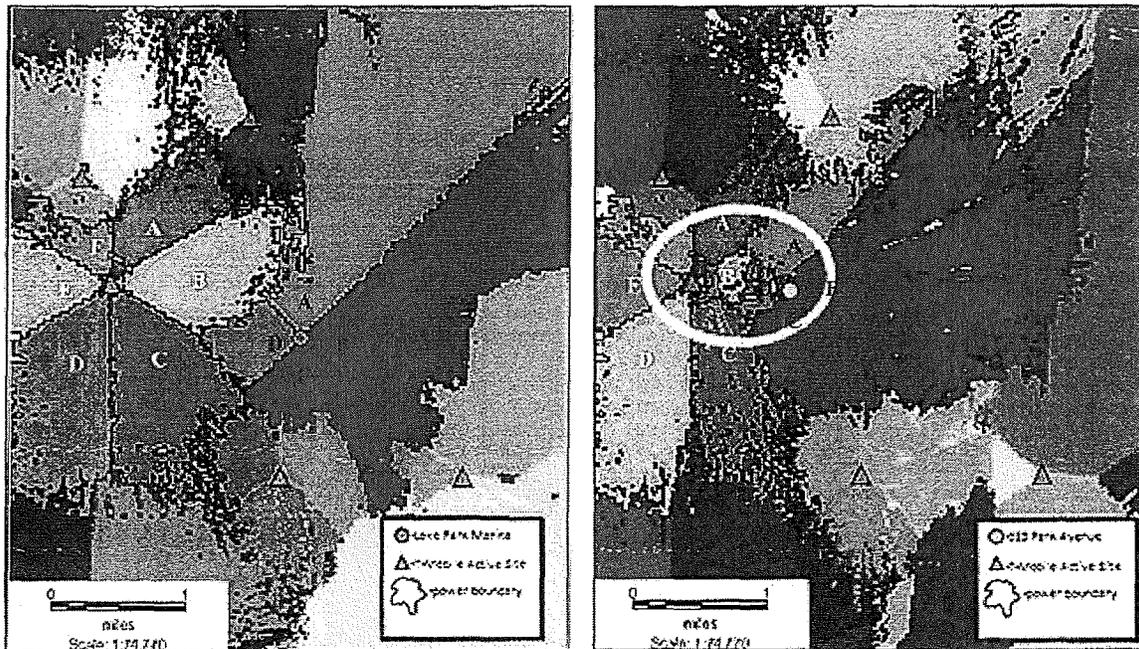
As demonstrated in previous submissions the area in question currently has marginal service levels which are inadequate to support the current technologies and capacity constraints. As part of T-Mobile's ongoing network deployment, new facilities are required to "fill in" areas of concern. And while the signals and levels are for the most part adequate for voice and simple data services definite compromises in coverage can be noted in areas surrounding the proposed tower.

There are currently three facilities which serve the general area where the new tower is proposed. Approximately one and a half miles to the northwest is a self-support tower located at 1115 Old Dixie Hwy in Lake Park which provides strong indoor coverage levels for approximately one mile at which point indoor service levels start to become inadequate. Almost one mile directly to the south at 2001 Broadway in Riviera Beach a rooftop antenna installation covers well for approximately three quarters of a mile but the signal strength has dropped off significantly by E/W 28th St. Finally to the south-east at 125 Ocean Ave in Palm Beach Shores another rooftop facility provides good levels in the vicinity but levels across the water to the west are too weak for reliable service. None of the existing infrastructure can provide the necessary service levels and resources required for next generation services due mostly to their distance from the area in question.

The new proposed tower at Lake Park Marina is primarily dedicated to an area in Riviera Beach from E/W 34th St in the north to Martin Luther King Jr Blvd in the south and from Old Dixie Hwy in the west towards Palm Beach Shores in the east.

Comprehensive efforts were made to utilize available structures or towers within the area of concern. There were no viable alternatives identified during the search of the general area. A monopole tower located at 535 Park Avenue is located approximately .8 mi from the proposed location but due to T-Mobile's network requirements cannot be used to solve the low signal areas. As shown in the above propagation plots the area of concern [white circle] is better served by the proposed tower at Lake Park Marina. The plot on the left shows the coverage footprint of the proposed tower, while the plot on the right shows predicted coverage from the monopole at 535 Park Avenue. The dark green areas indicate high quality signal levels as can be seen from the above graphics signal improvements from the 535 Park Ave tower would not make significant improvements to the area of concern. Additionally, this monopole tower is located in an already good service area and would act as an interfering element in the network. More details are presented in the next section in regards to the concept of "site spacing" and interference.

T-Mobile Coverage Map – Alternate Candidate – Power Boundaries



An important concept in cellular network design is "site spacing" or the inter-facility distance between towers/structures. In this part of the T-Mobile network idealized site spacing is approximately 1.25 to 1.5 miles. This means that all the towers need to be nearly equal in their distance from each other in order to maintain a "balanced" network load and service area. In the above boundary plots, the theoretical coverage array for each individual antenna is shown by the colored polygons. In the plot on the left the proposed Lake Park Marina coverage boundaries are shown as A/B/C/D. Each colored polygon represents the coverage pattern for individual "sectors". The "A" sector points north and like the "B" sector shows that the coverage pattern extends north for what appears to be a longer distance than the "C" or "D" sectors. This can be explained by the fact that radio energy travels further on water bodies. (The Intracoastal Waterway in this case) Of note, the "D" sector has a relatively well defined border with the polygons to the west. (the polygons labeled B/C in white)

In the plot on the right side the predictions from the 535 Park Avenue tower are shown. As can be seen from the highlighted area (white oval) there is no clear border between the neighboring facilities. While this situation can be somewhat mitigated, the redundant radio-energy and lack of dominant serving sectors will always act as a compromising element in this local part of the network.

In conclusion the tower located at 535 Park Avenue cannot be utilized for the network development for T-Mobile due to its proximity to an existing T-Mobile facility and the lack of adequate spacing between sites.

Holly Valdez

(129.)

From: Adam Morris [amorris@rgpartners.com]
Sent: Wednesday, February 05, 2014 8:13 AM
To: hvaldez@rgpartners.com
Subject: FW: 6WP1273 -Lake Harbor Towers

back up for Owner reject

Best regards,

Adam Morris
239-229-1130

CONFIDENTIALITY NOTICE

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-----Original Message-----

From: Webster Hart [mailto:web@beauclairelaw.com]
Sent: Saturday, February 01, 2014 1:19 PM
To: Adam Morris
Subject: RE: 6WP1273 -Lake Harbor Towers

Mr. Morris: This will confirm our conversation of 1/31/14. At the present time, Lake Harbour Condominium Assn, Inc. is not interested in re-opening negotiations with T-Mobile. We are very concerned about maintaining the integrity of our roof system and it is our goal to minimize roof encroachments.

Webster Hart, President Lake Harbour Towers Condo Assn Inc.

From: Adam Morris [amorris@rgpartners.com]
Sent: Friday, January 31, 2014 11:16 AM
To: Webster Hart
Subject: 6WP1273 -Lake Harbor Towers

1

Mr. Hart,

Please confirm per our conversation this morning that the Association is not willing to re-open negotiations with T-Mobile as they do not want a cellular rooftop installation.

Thank you for your time.

Best regards,

Adam Morris
239-229-1130

****This email references the 401 Lake Shore Drive building****

STAFF RECOMMENDATION

*****The item was advertised in the Palm Beach Post on December 24, 2015 and certified letters were mailed to all property owners within 300 feet on December 22, 2015*****

According to Town Code Section 74-64(d), any denial of a tower application must be supported by substantial evidence and a written record of this evidence. This report lists the application requirements and certain review criteria that are relevant to the Town's Telecommunications Code and that have been met by the Applicant however, it also discusses some additional site plan review criteria that are common in other municipal codes and that can be considered for discussion by the Board. **Staff is unable to render a recommendation of Approval or Denial at this time however, recommends the following conditions, should a recommendation of approval be granted by the Board. These conditions were discussed at the January 4, 2016 P&Z Meeting and the Board was in favor of them. The Applicant provided written responses in Exhibit "B" to these conditions and for some (particularly renumbered #2, #3 and #4 below), does not agree to adhere to the conditions. Staff STRONGLY recommends that the Board consider adherence to ALL of the following conditions if a recommended of approval is rendered:**

- (1) Site Plan, Compound Plan, Notes Plan, Elevations Plans, Wood Fence Details Plan, Trench Details Plan, referenced as Sheets C-1 through C-7; and Electrical Plans referenced as Sheets E-1 through E-6; Landscaping Plan references as Sheet L-1; and Irrigation Plan referenced as Sheet IR-1; ALL prepared by Michael Phillips, Registered Engineer and Jason Rinard, Landscape Architect, of Caltrop Telecom, signed and sealed November 18, 2015 (January 14, 2016 C-1, C-2, L-1 and IR-1) and received by the Department of Community Development on November 25, 2015 (January 19, 2016 for C-1, C-2, L-1 and IR-1).
- (2) Insurance liability limits. Since the tower will require technicians to be on Lake Park property in order to complete his/her appointed repairs on the Tower, the Town needs to be certain that the tenant maintains an active workers' compensation policy in case their technicians should injure themselves in the course of those repairs while on Lake Park property. Workers' compensation insurance, including a waiver of subrogation should be included on the insurance certificate.
- (3) Applicant shall modify the fence details to incorporate decorative elements that soften the fence aesthetics.
- (4) The Applicant shall modify the plans to utilize its approved leased area for the required landscaping and be responsible for its maintenance and that these revised plans are submitted to the Town prior to Town Commission consideration. Separate irrigation meters will also be required.
- (5) A Letter of Credit (LOC) is required for the construction and restoration of the site. The Applicant must submit a LOC prior to the issuance of any development permit. The LOC requires Town Attorney review and approval. Cost estimates for construction and restoration should accompany the LOC since the amount on the LOC will need to be 110% of these values.

(6) If the Tower is approved with flags that require lighting, a Photometric Plan must be submitted prior to the issuance of any development permit.

NEW

(7) The design of the yard arm shall be modified in the plans prior to the Town Commission meeting so as to position the yard arm and gaff correctly, similar to the New York Yacht Club at the Harbor Court, Newport, Rhode Island. Additionally, the Lake Park Burgee should be flown from the top of the mast.

(8) **Cost Recovery.** All fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by an Owner or an Applicant to reimburse the Town within the 10 day time period may result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order.

EXHIBIT "A"

Lease Option Agreement with Amendment 1

Exhibit
"A"

Lease Option Agreement

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

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 Easement granted pursuant to the terms of this Agreement to T-Mobile and any future assignee is granted only for the duration of this Agreement. The Easement shall terminate when

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.

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

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.

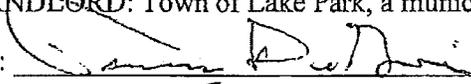
(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(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: June 4, 2014

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

By: 

Printed Name: Bentley C Alexander

Title: Regional Vice President

Date: 9/17/14

EXHIBIT A

Legal Description

The Property is legally described as follows:

21-42-43, PT OF GOV LT 4 EOF LAKE SHORE DR & W OF TOWN
BULK HEAD LINE LYG BETWEEN ELY EXTENSION OF N LINE OF LT
17 BLK 115 KELSEY CITY & ELY EXTENSION OF N LINE OF SILVER
BEACH RD & TR OF SOVEREIGNTY LAND IN TIIF DEED NO 22899
& NO 24018

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

By: Bentley Alexander

Printed Name: Bentley Alexander

Title: VP, Engineering

Date: 9/12/14

WITNESSES:

Alma R. Gomez

Print Name: Alma R. Gomez

Kimberly D. Smith

Print Name: Kimberly D. Smith

[Notary block for Tenant]

STATE OF Texas)

) ss.

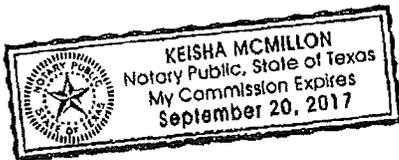
COUNTY OF Collin)

I certify that I know or have satisfactory evidence that Bentley Alexander 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 VP, Engineering of T-Mobile South LLC, a Delaware LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-17-14

Notary Public Keisha McMillon
Print Name Keisha McMillon
My commission expires 9-20-17

(Use this space for notary stamp/seal)



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

By: Bentley C Alexander

Printed Name: Bentley Alexander

Title: VP, Engineering

Date: 9/17/14

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

Dale S. Sugarman

Print Name: DALE S. SUGERMAN

Janet R. Miller

Print Name: Janet R. Miller

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

Alma R. Gamez

Print Name: Alma R. Gamez

Print Name: _____

Amendment to Lease Option Agreement

RESOLUTION NO. 08-03-15

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA
AUTHORIZING AND DIRECTING THE MAYOR TO
EXECUTE A FIRST AMENDMENT TO THE 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 entered into a "Site Lease With Option" (Lease) with T-Mobile, LLC, whereby T-Mobile LLC is permitted, at its option to lease certain real property described and attached to Exhibit A of the Lease (the Property) at the Town's Marina for the development of facilities necessary to operate its communications system; and

WHEREAS, pursuant to paragraph 15 of the Lease, T-Mobile, LLC has assigned the ground lease to R G Towers, LLC; and

WHEREAS, pursuant to the terms of the Lease, the Tenant of the Property is permitted to co-locate other communication facilities on the Property; and

WHEREAS, Tenant, after inspection of the Property has requested an amendment to the Lease so that additional ground space can be made available to it in anticipation of co-locating additional communication facilities on the Property.

NOW THEREFORE the Landlord and Tenant have agreed to amend the Lease, as follows:

Section 1. The recitals are incorporated herein.

Section 2. A new Exhibit A, a copy of which is attached hereto and incorporated herein, containing the legal description of the Property is hereby substituted for the Exhibit A attached to the original Lease. All references in the Lease to Exhibit A shall now mean and refer to the new Exhibit A attached hereto.

Section 3. A new Exhibit B, a copy of which is attached hereto and incorporated herein which is the site plan depicting that portion of the Property where the Antenna Facilities together with all necessary ground space and easements for access thereto and utilities is hereby substituted for Exhibit B to the original.

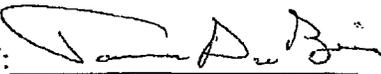
Section 4. All provisions of the Lease not amended herein shall remain in effect.

The foregoing Resolution was offered by Commissioner Rapoza, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

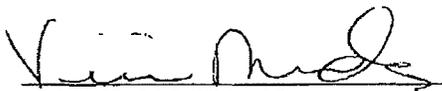
	AYE	NAY
MAYOR JAMES DUBOIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMISSIONER ERIN FLAHERTY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER MICHAEL O'ROURKE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMISSIONER KATHLEEN RAPOZA	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Town Commission thereupon declared the foregoing Resolution NO. 08-03-15 duly passed and adopted this 4 day of March, 2015.

TOWN OF LAKE PARK, FLORIDA

BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

Exhibit A

30.00 FEET; THENCE N85°09'33"E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID PROPOSED 25'X30' RG TOWERS, LLC LEASE AREA CONTAINING 750 SQUARE FEET.

PROPOSED 12' WIDE NON-EXCLUSIVE T-MOBILE ACCESS EASEMENT (AS REQUESTED BY CLIENT)

A STRIP OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE & CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 121.55 FEET; THENCE S04°37'15"E, DEPARTING THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A DISTANCE OF 329.07 FEET; THENCE S04°50'27"E, A DISTANCE OF 30.00 FEET; THENCE S85°09'33"W, A DISTANCE OF 25.00 FEET; THENCE N04°50'27"W, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N04°50'27"W, A DISTANCE OF 2.02 FEET; THENCE S85°09'33"W, A DISTANCE OF 27.99 FEET; THENCE N05°17'04"W, A DISTANCE OF 220.87 FEET; THENCE S85°35'16"W, A DISTANCE OF 176.07 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE (A 60' RIGHT-OF-WAY BY PLAT); THENCE N05°11'15"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 12.00 FEET; THENCE N85°35'16"E, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE 188.05 FEET; THENCE S05°17'04"E, A DISTANCE OF 220.78 FEET; THENCE N85°09'33"E, A DISTANCE OF 28.08 FEET; THENCE S04°50'27"E, A DISTANCE OF 14.02 FEET; THENCE S85°09'33"W, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID PROPOSED 12' WIDE NON-EXCLUSIVE T-MOBILE ACCESS EASEMENT CONTAINING 5,267 SQUARE FEET, MORE OR LESS.

PROPOSED 5' WIDE NON-EXCLUSIVE T-MOBILE UTILITY EASEMENT (AS REQUESTED BY CLIENT)

A STRIP OF LAND LYING WITHIN PLAT OF BULKHEAD LINE, PLAT BOOK 27, PAGE 1, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE TOWN OF LAKE PARK TRACT ALSO BEING THE SOUTHEAST CORNER OF THE BANKERS LIFE & CASUALTY CO. TRACT AS SHOWN ON SAID PLAT OF BULKHEAD LINE, THENCE S85°22'45"W, ALONG THE NORTH LINE OF SAID TOWN OF LAKE PARK TRACT AND THE SOUTH LINE OF SAID BANKERS LIFE & CASUALTY CO. TRACT, A

EXHIBIT "B"

Applicant resubmittal documents pursuant to
January 4, 2016 P&Z Board requests



RG Towers, LLC

1/19/16

RE: RG Towers Planning and Zoning Resubmittal Docs- Lake Park

Dear Nadia,

Please see the attached documentation to support our February 1, 2016 Planning and Zoning Meeting:

- 1 Revised Visual Analysis addressing comment
- 2 Revised Competitive Analysis
- 3 Written responses to the conditions
- 4 (4) 24 x36 revised sheets T-1, C-1, C-2, L-1, IR-1
- 5 (4) 11 x 17 revised sheets T-1, C-1, C-2, L-1, IR-1
- 6 Disk containing submittal documents

Please let me know if you need any additional information.

Sincerely,

Scott Richards

CEO

RG Towers LLC

Community

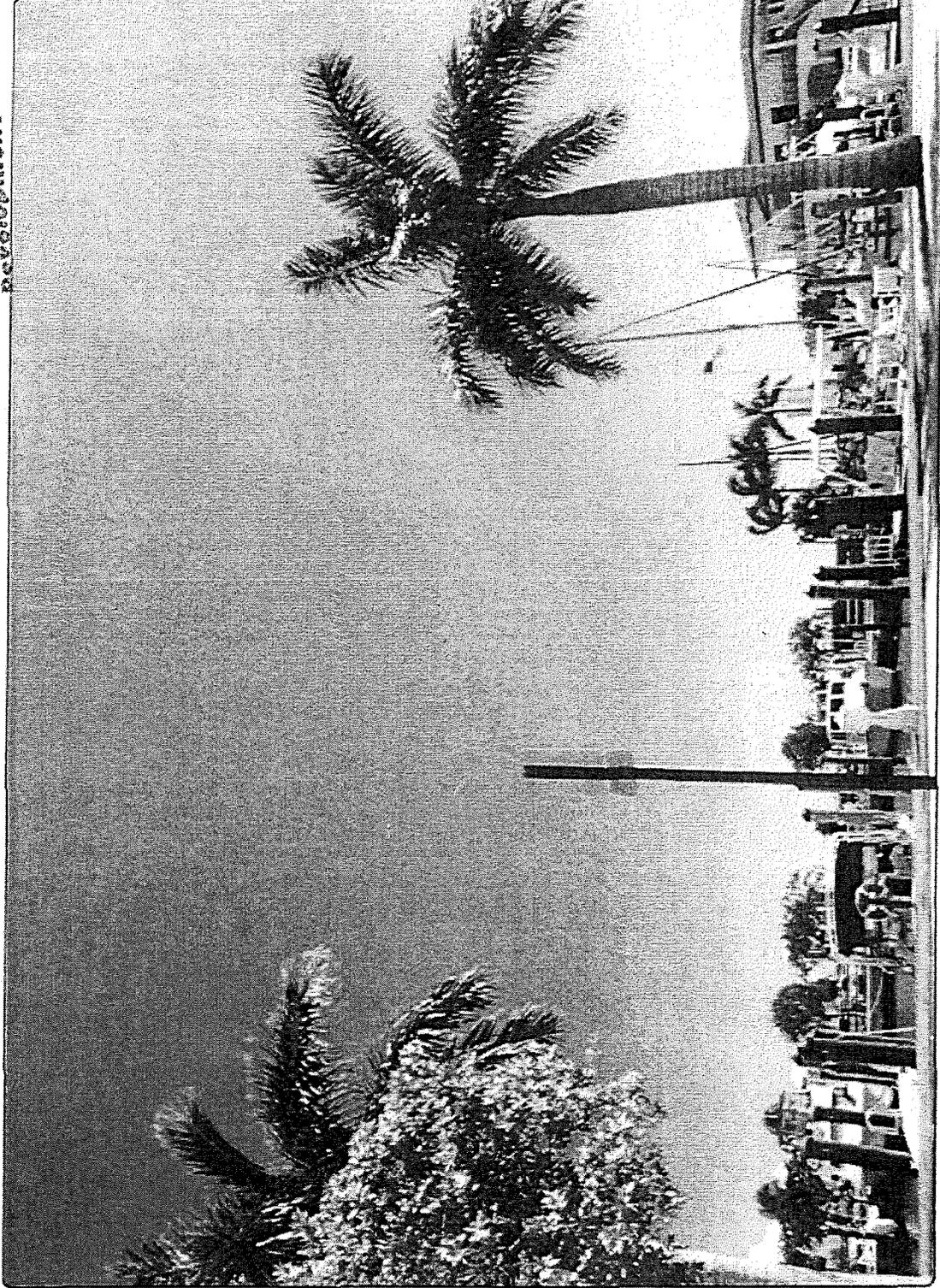
JAN 19 2016

Development

COMMUNITY

JAN 19 2016

REVISION 0

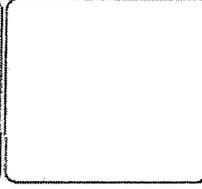


DATE	1/13/16	INDICATOR	
BY	J. J. J.	REVISION	
PROJECT NO.			
SHEET NO.			
SHEET TITLE			

FOR ALL INFORMATION, CONTACT THE PROJECT MANAGER AT THE OFFICE OF THE CITY ENGINEER, 100 N. W. 10th Street, Fort Lauderdale, FL 33301. PHONE: (954) 350-1234. FAX: (954) 350-1235. E-MAIL: J. J. J. @ CITY OF FORT LAUDERDALE, FL

CALITROP
Telecom
100 N. W. 10th Street
Fort Lauderdale, FL 33301
CONTACT: J. J. J.

AT&T Mobile
which together
with Verizon, Sprint
and T-Mobile
provide service
in the U.S.

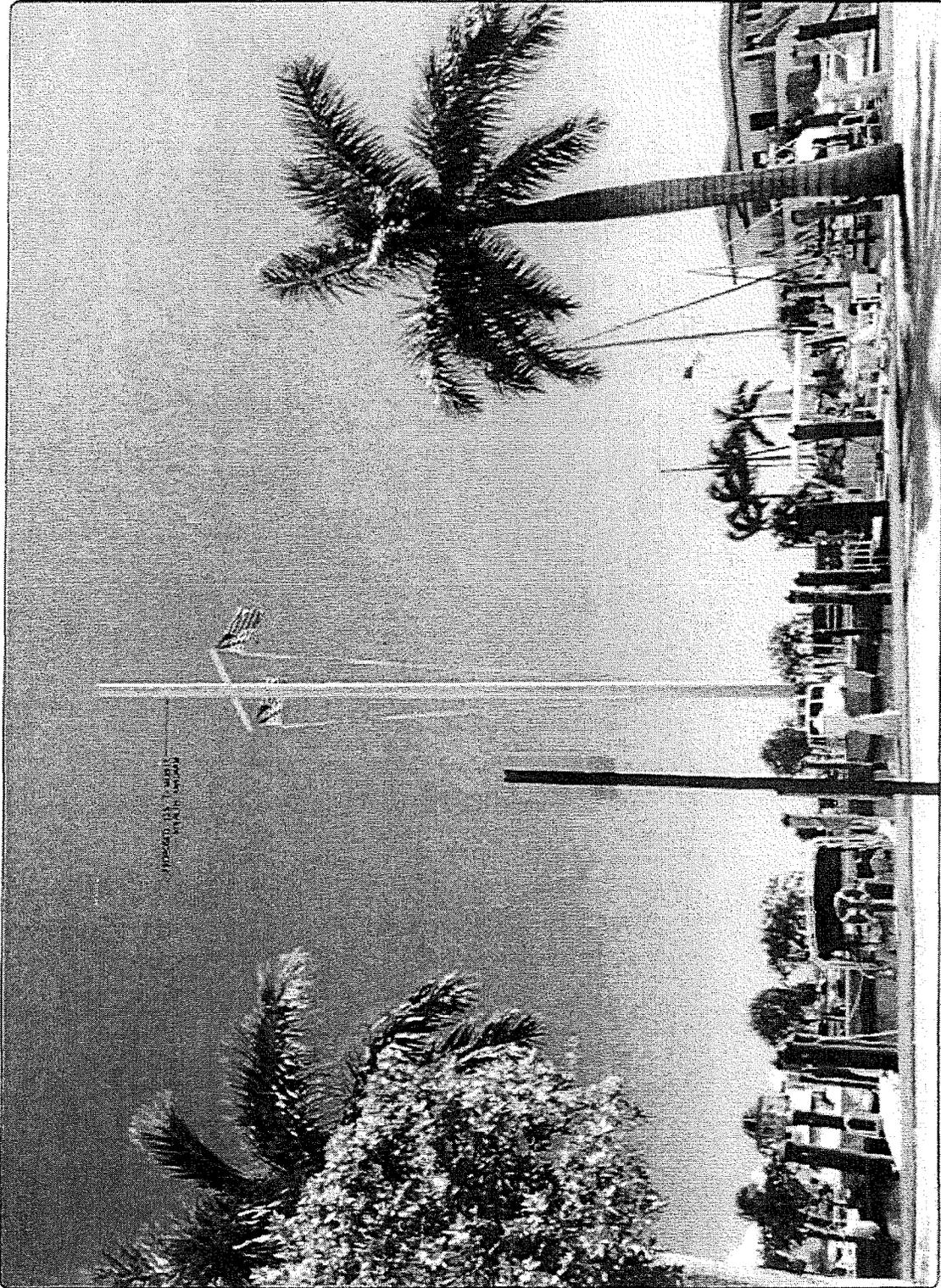


LAKE PARK MARINA
APR 17 2016
100 N. W. 10th Street Fort Lauderdale, FL 33301
DENISE BREITENBECK FACING EAST
SHEET NUMBER
PS 1

COMMUNITY

JAN 19 2016

DEVELOPMENT



NO.	DATE	DESCRIPTION	AMOUNT
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Calrop Telecom
 THE BEST OF THE BEST
 SERVICE IN A COMMUNITY YOU LOVE

T-Mobile
 STICK TOGETHER
 THE BEST OF THE BEST
 SERVICE IN A COMMUNITY YOU LOVE

...

LAKE PARK MARINA
 WP12730
 THE ONE WHO'S ALWAYS
 THERE FOR YOU
 PREPARED BY: ...
 DATE: ...
 SHEET NAME: P57



Lake Park Marina
105 Lake Shore Drive
Lake Park, FL 33403

View looking
South from 301
Lake Shore Drive

PS5

COMPLETION

JAN 19 2016

INVESTMENT



Lake Park Marina
105 Lake Shore Drive
Lake Park, FL 33403

View looking
South from 301
Lake Shore Drive

PS6

Measurements

JAN 19 2016

COMMUNITY





Lake Park Marina

105 Lake Shore Drive
Lake Park, FL 33403

View looking East
from 302 Lake
Shore Drive

PS7

community

JAN 18 2016

development

