



AGENDA

Lake Park Town Commission
 Town of Lake Park, Florida
 Regular Commission Meeting
 Wednesday, January 3, 2007, 7:30 P.M.
 Lake Park Town Hall
 535 Park Avenue

Paul Castro	—	Mayor
Edward Daly	—	Vice-Mayor
G. Chuck Balius	—	Commissioner
Jeff Carey	—	Commissioner
Patricia Osterman	—	Commissioner
Cynthia R. Sementelli	—	Interim Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez	—	Town Clerk

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

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA
- F. PUBLIC and OTHER COMMENT
 This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a TOTAL of three minutes.
- G. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:
- H. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public

comment card located in the rear of the Chambers and give it to the Town Clerk.
Cards must be submitted before the item is discussed.

For Approval:

1. Regular Commission Meeting Minutes of December 20, 2006. Tab 1

I. PUBLIC HEARING(S)

ORDINANCE ON SECOND READING:

2. ORDINANCE NO. 18-2006 Proportion Share.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 56, ARTICLE IV, SECTION 56-100 OF THE CODE OF ORDINANCES, PERTAINING TO TRANSPORTATION PERFORMANCE STANDARDS TO CREATE NEW CODE SECTION 56-100 TO BE ENTITLED "PROPORTIONATE FAIR-SHARE MITIGATION PROGRAM"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 2

J. RESOLUTION(S):

3. RESOLUTION NO. 02-01-07 Establishing a General Election.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING THE TIME AND PLACE OF A GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 13, 2007 FOR THE PURPOSE OF ELECTING COMMISSIONERS FOR SEAT B AND D FOR THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; ESTABLISHING THE QUALIFYING/FILING PERIOD FOR SUCH GENERAL ELECTION POSITION AS TUESDAY JANUARY 30, 2007 THROUGH TUESDAY FEBRUARY 13, 2007 AT 5:00 PM; AND PROVIDING AN EFFECTIVE DATE. Tab 3

4. RESOLUTION NO. 03-01-07 Employee Leave Donation Program.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN OF LAKE PARK EMPLOYEE POLICY/HANDBOOK TO PROVIDE FOR AN ANNUAL LEAVE DONATION POOL PROGRAM; AND PROVIDING AN EFFECTIVE DATE. Tab 4

Quasi-Judicial Hearing:

5. RESOLUTION NO. 04-01-07 Nextel Site Plan.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR THE CONSTRUCTION OF A 150 FOOT REPLACEMENT TELECOMMUNICATIONS TOWER AND APPURTENANT BUILDING, SUBJECT TO CONDITIONS OF APPROVAL, TO BE LOCATED ON 570 SQUARE FEET OF GROUND SPACE ON PROPERTY OWNED BY THE TOWN OF LAKE PARK AND LOCATED AT 640 OLD DIXIE HIGHWAY ON THE TOWN'S PUBLIC WORKS HEADQUARTERS SITE; AND PROVIDING FOR AN EFFECTIVE DATE. Tab 5

6. RESOLUTION NO. 01-01-07 Nextel Tower.

A RESOLUTION BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO

EXECUTE A SITE LEASE AGREEMENT WITH NEXTEL SOUTH CORPORATION, A GEORGIA CORPORATION AND PROVIDING AN EFFECTIVE DATE.

Tab 6

K. DISCUSSION AND POSSIBLE ACTION:

7. Town Manager Contract.

Tab 7

8. Fence at Ball Field.

Tab 8

9. Planning & Zoning Board concerns.

Tab 9

L. ADJOURNMENT:

Consent Agenda

TAB 1

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: January 3, 2007

Agenda Item No. *Tab 1*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|--|

SUBJECT: Regular Meeting Minutes of December 20, 2006.

RECOMMENDED MOTION/ACTION: Approve the minutes from the Regular Meeting of December 20, 2006.

Approved by Town Manager *C. Semertelle* Date: *12/28/06*
Vivian Maudley *12/27/06*
 Name/Title Date of Actual Submittal

Originating Department:	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments:
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <i>VM</i> _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
December 20, 2006 7:30 p.m.
Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, December 20, 2006 at 7:30 p.m. Present were Mayor Castro, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Interim Town Manager Cynthia Sementelli, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Vivian Mendez led the Invocation.

Mayor Castro led the Pledge of Allegiance.

Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Resolution 76-12-06 was removed from the agenda.

Motion: A motion was made by Commissioner Balius to approve the agenda as amended; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

PRESENTATION:

Harbor Marina Advisory Board present issues at Marina.

Jim Lloyd, Chairman of the Harbor Marina Advisory Board expressed the urgency of ongoing issues at the Lake Park Harbor Marina. He stated that the board's principal concern was to change the administration of the Marina to a less cumbersome form. He stated that he had been at different Marinas and stated the best situation was to have a director who reported back to the Town or City. He gave examples of issues at the Marina such as the floating docks and brick pavers. He stated that the issues had been ongoing and there was a need to change the administration in a positive manner so that they could react more quickly and in a streamline manner.

Interim Town Manager Cynthia Sementelli explained that it was the town manager's responsibility to administer policies and procedures at the Marina.

Mayor Castro stated that the Town was in transition and would have a new town manager by the first quarter of next year. He stated that it was the Commission's hope that the new town manager would work with the administration and the Harbor Marina Advisory Board. He stated that the Town had not had a town manager since July and that there would be serious considerations for the new town manager to make. He stated that two of the Commissioners had been very concerned with the issues at the Marina and had been following up with staff on a biweekly basis regarding the ongoing issues.

Commissioner Balius stated that Joseph Kroll, Public Works Director would be implementing a card system for the gas pumps. He recommended that the Marina implement the same system. He stated that he checked into the cost of pilings and found the cheapest cost was \$900.00 per piling.

Vice-Mayor Daly stated that he was concerned that there was not enough communication between the Commission and the Lake Park Harbor Marina Advisory Board. He stated that it was very important to repair the floating dock. He stated that it had been a year and a half and there was still no permit. He stated that he was concerned about protecting the investments of those who rent slips from the Marina. He stated that the Lake Park Harbor Marina Advisory Board deserved to be heard.

Mayor Castro stated that contractual agreements and grants for the Marina needed to be delegated to those responsible and if they are not taken care of, they need to be held accountable.

Commissioner Osterman stated that the Commission needed to go back and review the Marina project.

Commissioner Carey stated that the Commission had discussed the Marina issues over the last couple of months. He stated that it took time to get plans, permit and money together.

Jim Lloyd, Lake Park Harbor Marina Advisory stated that the floating docks were broken over a year ago and it was frustrating that they were just beginning to be addressed. He stated that one of the board members had a question regarding accessibility of the original plans of the Lake Park Harbor Marina.

Mayor Castro stated that the original plans of the Lake Park Harbor Marina were public record and accessible.

Sea Scouts

Andy Flag, skipper of Sea Scout Ship 777 introduced himself to the Commission. He explained that the Sea Scouts were a division of the Boy Scouts and it was designed to help its members work together as a team, to make ethical choices, and to help them grow into responsible citizens. He stated that the boat was a vehicle and an attraction to the members who are interested in boating. He stated that there were currently 50 children and 12 adults involved in the program. He stated that the program was chartered by the Palm Beach Sailing Club. He requested a slip at the Lake Park Harbor Marina to house a 33 foot sailboat that was donated to the Sea Scouts. He asked the Town if they would make an investment in the children who are a

part of the Sea Scout program by donating the slip for free.

Mayor Castro asked how many members of the Sea Scouts were residents of the Town of Lake Park.

Andy Flag, Skipper of the Sea Scouts stated that there was one boy who was a resident of the Town of Lake Park.

Mayor Castro stated that donation of the slip was a big investment for the Town to make for one child.

Andy Flag, Skipper of the Sea Scouts stated that the children who are involved in the Sea Scouts were an investment to the Town through their community service.

Commissioner Balius asked who could join the Sea Scouts.

Andy Flag, Skipper of the Sea Scouts explained that anyone male or female between the ages of 14 through 20 and had completed the eighth grade.

Commissioner Balius stated that he requested a sailing club approximately 5 years ago. He stated that he learned to sail at a young age and envisioned a program that taught children to sail for Lake Park.

Andy Flag, Skipper of the Sea Scouts explained that sailing was a large part of the Sea Scout program. He stated that two of the children were U.S. Certified Sailing instructors.

Vice-Mayor Daly stated that donation of the marina slip would be a \$6000.00 yearly investment. He stated that if the Town donated that kind of contribution, other programs would come to the Town requesting the same.

Andy Flag, Skipper of the Sea Scouts stated that the boat was in a yard and was ready to go back into the water.

Mayor Castro asked if Andy Flag, Skipper of the Sea Scouts inquired about a slip at the Riviera Beach or North Palm Beach Marina.

Andy Flag, Skipper of the Sea Scouts stated that the water was not deep enough at the North Palm Beach Marina.

Commissioner Osterman stated that she was in favor of donating the boat slip to the Sea Scouts if the Sea Scouts would donate a day a month to provide a free clinic for the children of the Town and to actively recruit children from the Town of Lake Park.

Andy Flag, Skipper of the Sea Scouts stated that it was certainly doable to staff six or eight children for a sailing clinic.

Vice-Mayor Daly asked if the Sea Scouts could pay a portion of the rental fee for the boat slip.

Andy Flag, Skipper of the Sea Scouts stated that the Sea Scouts could pay for a portion of the boat slip fee. He explained that the children in the program must raise money through fundraisers

in order to participate in the program.

Commissioner Osterman recommended donating the boat slip to the Sea Scouts with contingencies.

Attorney Thomas Baird stated that the Commission would come up with an agreement with the Town that could be brought back for review.

Andy Flag, Skipper of the Sea Scouts thanked the Commission.

Commissioner Carey stated that there were three empty slips available at the Lake Park Harbor Marina. He stated that the boat could be docked at the wall if the slips were occupied. He stated that the boat needed to be in the water, not on land.

Mayor Castro stated that discussion of a boat slip for the Sea Scout sailboat could be deferred to the next Commission Meeting of January 3, 2007.

Jim Lloyd, Lake Park Harbor Marina Board Chairperson stated that the board was just informed at their last meeting and had not been able to discuss it.

PUBLIC and OTHER COMMENT

Jeffrey Burck, Marina Slip Renter – stated that he was a slip holder at the Lake Park Harbor Marina. He asked if the Board acted on a breakwater to protect the south basin of the Marina.

Interim Town Manager Cynthia Sementelli stated that the breakwater was budgeted for the new year and they are in the process of obtaining a DEP Permit which would take 6 months. She stated that they are in the process of drawing up the bid documents.

Jeffrey Burck stated that the Marina was very exposed. He stated that a large boat came in and produced large waves that tossed his boat against the dock and threw his children out of their bunks. He stated that there were gaping gaps between the floating sections of the outside docks. He stated that if someone walked out in the dark on the dock they could fall and be killed.

Mayor Castro stated that in the interim they were trying to obtain an emergency no wake zone in the channel and it was his hope that a no wake zone would be placed out there within the next month.

Jeffrey Burck suggested that the floating docks be locked down for safety reasons.

CONSENT AGENDA:

1. Regular Commission meeting minutes of December 6, 2006.
2. Resolution 73-12-06 Telvue contract.
3. Rescind of the Florida Department of Law Enforcement Grant (FDLE).

Item #3 Rescind of the Florida Department of Law Enforcement Grant (FDLE) was pulled from the Consent Agenda.

Motion: A motion was made by Commissioner Balius to approve #1 and #2 of the Consent Agenda; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Commissioner Carey asked if the Florida Department of Law Enforcement Grant (FDLE) grant money could be used for something else.

Interim Town Manager Cynthia Sementelli stated that it was too late to use the Florida Department of Law Enforcement Grant (FDLE) money for another expense. She stated that they just applied for another Florida Department of Law Enforcement Grant (FDLE) to purchase security cameras.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Carey to approve the Rescind of the Florida Department of Law Enforcement Grant (FDLE); Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Mayor Castro

Mayor Castro wished everyone a Merry Christmas and Happy Holidays, best of the New Year.

Vice-Mayor Daly

Vice-Mayor Daly wished everyone Happy Holidays.

Commissioner Balius

Commissioner Balius asked to have the County review the level of service on Silver Beach Road, conditions are really bad.

Commissioner Balius stated that there were many cars being parked on the sidewalks on Bayberry.

Commissioner Balius asked about a charge by the Attorney for Charter change. Attorney Thomas Baird explained the charge.

Commissioner Balius stated that all the shrubs around poles were pulled, it should have been the weeds. Someone walking commented on how 2nd Street park looks and wants something done around flag poles. Commissioner Balius would like new flag poles put up. He had offered to donate flag poles once before.

Commissioner Balius wished everyone Happy Holidays.

Commissioner Carey

Commissioner Carey wished everyone Happy Holidays, and to drive safely.

Commissioner Osterman

Commissioner Osterman wished everyone Happy Holidays.

Interim Town Manager Cynthia Sementelli

Interim Town Manager Cynthia Sementelli reminded residents that residential collection would be done on Tuesday.

Interim Town Manager Cynthia Sementelli wished everyone a Happy Holiday.

Town Attorney Thomas Baird

Attorney Thomas Baird wished everyone Happy Holidays.

Attorney Thomas Baird stated that a principal agreement with new Town manager was reached. Additional details with the Town Manager attorney are being reached and would like to bring the contract to the January 3, 2007 Regular Commission Meeting.

PUBLIC HEARING(S)

ORDINANCE ON FIRST READING

ORDINANCE NO. 18-2006 Proportion Share.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 56, ARTICLE IV, SECTION 56-100 OF THE CODE OF ORDINANCES, PERTAINING TO TRANSPORTATION PERFORMANCE STANDARDS TO CREATE NEW CODE SECTION 56-100 TO BE ENTITLED "PROPORTIONATE FAIR-SHARE MITIGATION PROGRAM"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director, Patrick Sullivan explained the purpose of this Ordinance was to adopted an Ordinance required by DCA. Every municipality was asked to adopt this Ordinance by the end of the year. Attorney Thomas Baird explained that in 2005 the Florida Legislature mandated that all Cities and Counties adopt an Ordinance that would allow developers to proceed with their projects even if there was no capacity on the roadway to accommodate that project. However in order to proceed the developer would have to pay their far share of the improvement to make the roadway accommodate their project.

Town Attorney Thomas Baird read the Ordinance by caption only.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Daly to approve Ordinance No. 18-2006; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

ORDINANCE ON 2ND READING:

ORDINANCE NO. 16-2006 Electric Substation.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN ZONING CODE, CHAPTER 78, ARTICLE III, TO CREATE NEW CODE SECTION 78-81 TO BE ENTITLED "DISTRIBUTION ELECTRIC SUBSTATION;" IN ORDER TO REGULATE THE DEVELOPMENT OF DISTRIBUTION ELECTRIC SUBSTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Patrick Sullivan explained the purpose of this Ordinance. This Ordinance requests the maximum landscaping and screening for any new or additional substation being built.

Commissioner Balius wanted to know what would stop an electric or other type of company to build on 2nd Street. Community Development Director Patrick Sullivan explained that the set back, which was set to 100 feet, would stop a company from building on that piece of property. The property would allow for an expansion of about one third, but not much more than that.

Town Attorney read the Ordinance by caption only.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Daly to approve Ordinance No. 16-2006; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

RESOLUTION NO. 64-11-06 Rental Fees.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE REVISED FEES FOR THE USE OF TOWN MEETING FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Carey to approve Resolution 64-11-06; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		

Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

RESOLUTION NO. 74-12-16 Safety Manual.

A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, APPROVING THE WORKPLACE SAFETY AND HEALTH MANUAL; REVISING THE TOWN OF LAKE PARK EMPLOYEE POLICY/HANDBOOK TO INCORPORATE REFERENCE TO THE WORKPLACE SAFETY AND HEALTH MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Vice-Mayor Daly to approve Resolution 74-12-06; Commissioner Balias made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balias	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

RESOLUTION NO. 75-12-06 Interlocal Agreement with Palm Beach County to install and maintain fuel.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY, TO INSTALL A FUEL CONTROL READER; AND PROVIDING AN EFFECTIVE DATE.

Interim Town Manager Cynthia Sementelli stated that she was checking into doing the same for the Marina.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve Resolution 75-12-06; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Discussions and Possible Action

Florida Emergency Management Association (FEMA) Trailer.

Interim Town Manager Cynthia Sementelli updated the Commission explaining that a trailer would cost approximately \$1600 – \$7000, not including the cost of transport. Two calls were made to FEMA and were told that they were not giving trailers away. The trailer auction were being done out of Pensacola.

Vice-Mayor Daly stated that there were plenty when he worked on this with the Interim Town Manager. He called FEMA after Commissioner Balius comment about trying to get one for free, and it was obvious that they were not giving trailers away for free. A second called was placed and 50 trailers were available in Port St. Lucie, which he brought up at a passed meeting. Vice-Mayor Daly asked why the trailers in Port St. Lucie were not researched.

Interim Town Manager Cynthia Sementelli stated that the website shows the trailers were in Pensacola. She stated that if the Commission wanted to bid on a trailer she would need consensus.

Commissioner Osterman stated that either the Interim Town Manager or staff was not interested in doing this because of the resistance and that the Commission was not getting the full story.

Interim Town Manager Cynthia Sementelli stated that there was no resistance from her or staff, but explained the issues and concerns with the trailers.

Commissioner Balius stated that the article discussed about the FEMA trailers were from Louisiana and Mississippi.

Commissioner Osterman asked if the trailers come with documentation.

Interim Town Manager Cynthia Sementelli stated that the trailer does come with documentation.

Mayor Castro requested that staff check on the trailers in Port St. Lucie.

Game day fees clarification.

Interim Town Manager Cynthia Sementelli explained that several meeting ago some of the Commissioner expressed that the game days fees were high at \$100.00. The motion at that meeting was to make the fee \$50.00 per game, although the entire discussion was on game day, not per game fees.

Mayor Castro stated that the Town was being taken advantage of without the Commissions knowledge. Mayor Castro suggested charging \$50.00 for Lake Park teams and \$100.00 for all other teams.

Commissioner Balius stated that having a fence around the field would help the situation.

Commissioner Osterman suggested a \$100.00 tournament charge.

Mayor Castro stated that the host team needs to pay.

Commissioner Osterman suggested charging game day \$50.00 per game for out of town teams.

Vice-Mayor Daly agreed with the \$50.00 charge.

Commissioner Osterman made a motion to charge \$50.00 a game. Motion failed for lack of a second.

Motion: A motion was made by Commissioner Carey to charge \$50.00 per game day up to three (3) games, \$25.00 each additional game with a maximum of five (5) games; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman		X	
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 4-1.

Commissioner Balius stated that Recreation and Public Works needed to coordinate the schedule of the field.

Vice-Mayor Daly stated that this was the issue last season, no coordinate.

Interim Town Manager Cynthia Sementelli stated that administratively these issues have been straightened out.

Vice-Mayor Daly wanted to be assured that the issues do not repeat in the upcoming season.

Commissioner Balius stated that maintenance should be priority not the games.

Commissioner Osterman stated that Interim Town Manager Cynthia Sementelli had suggested once before to place Recreation under Public Works and with the new Town manager coming aboard maybe that would all be finalized.

Seminole Bay Land Company request to purchase a right of way that is currently owned by the Town of Lake Park.

Mayor Castro stated that it was too confusing to understand the memo and map provided to the Commission on this project. Also questioned an Attorney charge for a title search.

Town Attorney Thomas Baird explained the purpose of the attorney involvement in the project, including that the applicant was paying for the title search.

Mayor Castro stated the map was too confusing and should have been highlighted to make easier to identify to area being discussed.

Community Development Director Patrick Sullivan stated that this was a very difficult issue to explain. The property being discussed was the right-of-way to the left of Rinker to Old Dixie Highway. There was a 5000 square foot section, which would provide access to the applicant from their property to Old Dixie Highway. The front section of the property was very important to the Town as it was the only access to the parking for the two (2) commercial properties. Patrick Sullivan expressed concern with the amount of traffic it could potentially create from the entrance of the Water Tower Road extension to Old Dixie Highway. He explained what the process would be to sell the property as per the Town code. Patrick Sullivan stated that Rinker plays an important part as they use this access. It was considered an unimproved property because of the dirt road.

Mayor Castro asked if Rinker was aware of this project.

Community Development Director Patrick Sullivan stated that he was not sure if Rinker was aware or not of this project. He explained that if the Commission was interested in this sale that a Public Hearing would follow, and each of the property owners would be notified to be heard at a meeting.

Mayor Castro stated that he wants to hear from the property owners and public before making a decision.

Community Development Director Patrick Sullivan stated that if the Commission would like to proceed then a public hearing would be scheduled.

Commission Balius expressed concern with the property since it was not considered a road, there was no documentation labeling this property a road, it had been considered drainage.

Community Development Director Patrick Sullivan stated that he did not believe that it was considered a road.

Town Attorney Thomas Baird suggested if the applicant wants to make use of it as a road and it was existing as a drainage then it should be up to Town standards and accommodate the drainage.

He also stated that Rinker would need to agree to these conditions. Thomas Baird suggested another alternative which would have the applicant pay the Town back for fixing the road.

Commissioner Balius expressed concern with having two way traffic on such a small area. Two tracker trailers would not fit.

Community Development Director Patrick Sullivan introduced David Keer who provided the Commission with additional photos of the project. See Exhibit "A".

David Keer, Planner and Landscape Architect with Seminole Bay Land Company, explained the purpose of the project and the need for this road or right-of-way. Mr. Keer explained that they are proposing to purchase this property, which was 20 feet wide by 230 long, for an office warehouse project. This would consist of a large warehouse with a number of warehouse office connected to it. The shape of this project would be in an L shape, west of it would be a two (2) to three (3) story administrative building. The proposal of this land was not a road, but a one way road, egress only. Mr. Keer gave three reasons for the egress only:

1. Not enough space. Eight (8) foot utility easement on the North side by Southern Bell. The plan was to stay away from the area.
2. Safety, once you reach the top of the hill, with a fully loaded truck it would not be able to move out of the way.
3. Water Tower extension does provide access for the other companies to travel safely.

Mr. Keer concluded by stating that his clients had been paying taxes on that property and expressed concern considering they just found out that they were not the owners of that property.

Commissioner Balius inquired about the traffic direction of the trucks. Mr. Keer explained that they would follow the same direction that Rinker currently follows. Railroad Avenue would be the main access road traveled. The mail purpose of this purchase would be for the administrative staff to gain access.

Mayor Castro clarified saying that the one side would be using Old Dixie Highway, no left turn movement of the vehicles. Mr. Keer stated that if it was not permitted now, then they would not be making those types of turns. Mayor Castro inquired to where the truck would be headed. Mr. Keer stated that they would be going all over, in all directions. Mayor Castro stated that he did not want any of those large trucks on Park Avenue. As Rinker does, they travel on Old Dixie Highway and south to Silver Beach, but not on Park Avenue. Mr. Keer clarified that they would not be traveling in any direction that was not allowed.

Commissioner Balius stated that it would cause travel flow issues because of the size of the road. It would not allow for the radius needed to turn a large vehicle.

Mr. Keer stated that the truck could be directed onto Northlake Blvd and travel from there.

Vice-Mayor Daly asked Captain Reece was there signs posted in that area to avoid traffic as such on Park Avenue. Captain Reece stated that trucks are allowed on 10th Street, no streets east of 10th Street on Park Avenue.

Mayor Castro stated that this would need to go to Planning & Zoning Board and the discussion of which street would be allowed would be addressed at another time.

Commissioner Balius expressed concern with limiting Rinker to that area.

Mr. Keer expressed for the record that they would go so far as at site plan review time or other appropriate time to post signage on the site within the right-of-way whatever provides the additional information, that no one would be allowed to do not drive on Park Avenue, and would work with staff to put that language so that it would be posted right at their gate at the right-of-way.

Mayor Castro stated that it would be discussed at a later date. Mayor Castro stated that the issue today would be to proceed with the project and he would prefer to notify the surrounding property owners first and then notify Planning & Zoning. Mayor Castro clarified by saying that the answer was not no, but would not make a decision at this time.

Mayor Castro stated that they would see how many property owners would show up to the public hearing and give feedback.

Town Attorney Thomas Baird stated that the issues addressed tonight would need to be worked out before moving forward. Thomas Baird suggested if the Town decided to sell then instead of waiting on a site plan, work out the details of the access issues and turning movement, and place these details in the sales agreement. Staff should evaluate if it was feasible to turn this into a public road. Notice of hearing and then bring back to the Commission to consider all the options, and then provide staff with direction.

Mayor Castro stated that this was not a Planning & Zoning issue, but it was a matter of selling Town owned property.

Town Attorney Thomas Baird stated that it was considered an abandonment issue and the Town Ordinances provide direction on how these are handled, which always involves a Public Hearing.

Commissioner Osterman asked if the Town paid for the work would the applicant reimburse the Town.

Mr. Keer stated that the applicant was not in favor of the option of reimbursing the Town. He explained that the piece of property was not a right-of-way, it was a piece of Town owned land. Since it was a sale of property it did not fall into the category of an abandonment procedures, just a straight sale of land. Mr. Keer also pointed out some of the concerns discussed earlier with the road way and its safety.

Mayor Castro stated that there was a access issue for the neighbors, which was why he wanted those neighbors notified before a decision was made.

Mr. Keer clarified to the Commission that the restriction on the roadway would begin at the applicants property, not the neighbors property, and would not affect the neighbor.

Commission came to consensus to have staff come back after the notice of neighbors and the attorneys had some time to work out some issues and then the Commission could make a decision. The Commission wants to hear what the other property owners have to say before any further action was taken.

Community Development Director Patrick Sullivan clarified that the Town was not selling at this time, but were going to have a public hearing to discuss the issue with property owners.

Consensus to dispose of Town Bus.

Vice-Mayor Daly stated to sell the bus.

Commissioner Carey wanted to know where the funds would be going once the bus was sold at auction.

Interim Town Manager Cynthia Sementelli stated that the funds would be placed in the general fund.

Mayor Castro suggested placing it in the reserve fund.

Motion: A motion was made by Commissioner Balius to sell the Town Bus; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Mayor Castro passed the gavel over to Vice-Mayor Daly.

A motion was made by Commissioner Balius to place the funds from the sale of the Town Bus to the General fund under Public Works; Mayor Castor made the second.

Commissioner Osterman stated that her recollection was that the funds would goes towards the purchase of another bus at a future date.

Vice-Mayor Daly stated that his recollection was that the funds would go towards bus trips and rental of a bus, then another discussion was to place the funds in the general fund.

Commissioner Balius suggested placing a specific line item in the budget for the use of these funds.

Commissioner Balius modified his motion as follows:

Motion: A motion was made by Commissioner Balius to place the funds from the sale of the Town Bus to a line item in the budget called either equipment replacement or vehicle replacement; Mayor Castor made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Vice-Mayor Daly returned the gavel to Mayor Castro.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Vice-Mayor Daly, and by unanimous vote, the meeting adjourned at 9:07 p.m.

Mayor Paul Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

Town Seal

Approved on this ___ of _____, 2006.

TAB 2

**Town of Lake Park Town Commission
 Agenda Request Form**

Meeting Date: January 3, 2007 Agenda Item No. Tab 2

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input checked="" type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: an ordinance to adopt a proportionate fair share program as directed by the Florida Department of Community Affairs so that the Town may allow for proportionate share contributions from developers toward transportation concurrency requirements as part of its concurrency management system (CMS).

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *C. Semestet* Date: 12/15/06

Originating Department: Community Development	Costs: \$ <u>N/A</u> Funding Source: Acct. #	Attachments: Staff Report Ordinance
Department Review: <input checked="" type="checkbox"/> City Attorney <u><i>[Signature]</i></u> <input type="checkbox"/> Community Affairs <u><i>[Signature]</i></u> <input checked="" type="checkbox"/> Community Development <u><i>[Signature]</i></u>	<input type="checkbox"/> Finance _____ <input checked="" type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>[Signature]</i></u> or Not applicable in this case _____ <small>Please initial one.</small>

Summary Explanation/Background: During the last legislative session there was passed a requirement that all municipalities and counties adopt as part of its concurrency management system a method to allow developers to contribute a fair or proportionate cost of required transportation improvements in lieu of paying the full costs up front. The deadline for adoption is December 2006.

**Town of Lake Park
Community Development Department**

To: Town Commission
From: Patrick Sullivan, AICP, Director
Date: December 12, 2006
Re: Proportionate Fair-Share Ordinance



"Jewel" of the Palm Beaches

MEMO

The 2005 amendments to the State's Growth Management Legislation (Chapter 163 F.S.), requires local governments to adopt legislation by December 1, 2006 which establishes a methodology for assessing proportionate fair-share mitigation options pursuant to Section 163.3180(16), F.S. The intent of the proportionate fair-share option is to provide developers with an opportunity to proceed under certain conditions, notwithstanding the failure of transportation concurrency, by contributing their share of the cost of improving the impacted transportation facility.

This option will only permit a developer to move forward with a project that fails to meet concurrency, if the necessary transportation improvements to maintain the adopted Level of Service ("LOS") standards on the affected facilities, are contained in the local government's financially feasible five-year schedule of capital improvements in the Capital Improvements Element ("CIE") of the Town's Comprehensive Plan.

The Florida Department of Transportation ("FDOT") was directed to develop a model ordinance for proportionate fair-share contributions for use by local government no later than December 1, 2005. The FDOT model ordinance is the result of a collaborative effort between the FDOT, the Center for Urban Transpiration Research ("CUTR"), a Technical Advisory Committee, and a cross section of Florida developers.

The proposed Town ordinance consists of sections which correspond to the sections in the model FDOT ordinance, and allows for "proportionate share" contributions from developers toward traffic concurrency requirements. State law requires the creation of the proposed Proportionate Fair-Share Program consistent with Section 163.3180(16), Florida Statutes. The proposed Ordinance will create new Article IV, Section 56-1-00 of Chapter 56 of the Town Code and will be entitled the "Proportionate Fair-Share Mitigation Program". Town Staff recommends adoption of the Ordinance.

ORDINANCE NO. 18-2006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 56, ARTICLE IV, SECTION 56-100 OF THE CODE OF ORDINANCES, PERTAINING TO TRANSPORTATION PERFORMANCE STANDARDS TO CREATE NEW CODE SECTION 56-100 TO BE ENTITLED "PROPORTIONATE FAIR-SHARE MITIGATION PROGRAM"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town of Lake Park has adopted a Comprehensive Plan which has been determined by the Department of Community Affairs to be in compliance with Chapter 163, Part II, Florida Statutes; and,

WHEREAS, the Town Commission of the Town of Lake Park, Florida, has previously adopted Chapter 56 entitled "Consistency and Concurrency Determinations;" and

WHEREAS, the 2005 amendments to the State of Florida Growth Management Legislation directed local governments to enact concurrency management ordinances by December 1, 2006, that allow for "proportionate share" contributions from developers toward traffic concurrency requirements; and

WHEREAS, the Town Commission has determined that it is necessary to create a Proportionate Fair-Share Program consistent with Section 163.3180(16), Florida Statutes; and

WHEREAS, the Lake Park Town Commission hereby creates new Article IV, Section 56-1-00 of Chapter 56 of the Town Code to be entitled "Proportionate Fair-Share Mitigation Program".

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

Section 1. The whereas clauses are incorporated herein as true and correct and as the findings of the Town Commission.

Section 2. Section 56-100 entitled "Proportionate Fair-Share Mitigation Program" of the Code of Ordinances of the Town of Lake Park is hereby created to read as follows:

Sec. 56-100. Proportionate Fair-Share Mitigation Program.

(a) Purpose and Intent. The purpose of this section is to establish a method whereby the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors, to be known as the Proportionate Fair-Share Program, as required by, and in a manner consistent with §163.3180(16), F.S.

(b) Applicability. The Proportionate Fair-Share Program ("Program") shall apply to all projects that fail to meet the standards of this division on a roadway or transportation facility within the Town that is not the maintenance responsibility of Palm Beach County or the Florida Department of Transportation ("FDOT") or any other agency. This Program does not apply to Developments of Regional Impact ("DRI") using proportionate fair share under Section 163.3180(12), Florida Statutes, projects exempted from this division, or for projects that received traffic concurrency approval prior to December 1, 2006.

(c) General Requirements.

(1) An applicant may satisfy the transportation concurrency requirements of the Town by making a proportionate fair-share contribution, pursuant to the following requirements:

a. The proposed project is consistent with the Comprehensive Plan and applicable land development regulations.

b. The road improvement necessary to maintain the adopted level of service ("LOS") concurrency requirements is specifically identified for construction in the five-year schedule of capital improvements in the Capital Improvements Element ("CIE") of the Comprehensive Plan ("Plan") and identified for construction in the adopted Five-Year County Road Program.

(2) Any improvement project proposed to meet the applicant's fair-share obligation must meet the Town's and Palm Beach County's ("County") design standards for locally maintained roadways and those of the FDOT for the state highway system.

(d) Intergovernmental Coordination. Pursuant to policies in the Intergovernmental Coordination Element of the Town's Plan, the Town shall coordinate with the County regarding mitigation to impacted thoroughfare facilities receiving the application for proportionate fair-share mitigation. An interlocal agreement may be established with the County for this purpose.

(e) Application Process.

- (1) In the event of a lack of capacity to satisfy transportation concurrency, the applicant shall have the opportunity to satisfy transportation concurrency through this Program pursuant to the requirements of *General Requirements* (c) subsection. If the impacted facility is on the Florida Strategic Intermodal System ("SIS"), then the FDOT shall be notified and invited to participate in a pre-application meeting.
- (2) Eligible applicants shall submit an application to the Community Development Director on a form provided for by the Town and all documentation reasonably requested by the Town. The Town Commission may establish an application fee by resolution that does not exceed the costs to the Town of reviewing and processing the application.
- (3) The Community Development Director shall review the application and certify that the application is technically sufficient and complete within fifteen (15) business days of receipt of the application. If an application is determined to be insufficient, incomplete or inconsistent with the *General Requirements* (c) subsection, then the applicant will be notified in writing of the reasons for such deficiencies within fifteen (15) business days of submittal of the application. If such deficiencies are not remedied by the applicant within thirty (30) days of receipt of the written notification, then the application will be deemed abandoned, and the application fee shall be forfeited to the Town.
- (4) Pursuant to §163.3180(16)(e), F.S., proposed proportionate fair-share mitigation for development impacts to facilities on the SIS requires the concurrency of the FDOT. The applicant shall submit evidence of an agreement between the applicant and the FDOT for inclusion in the proportionate fair-share agreement.
- (5) When an application is deemed sufficient and complete, the applicant shall be so notified in writing by the Community Development Director. A proposed proportionate fair-share agreement will be prepared by the Community Development Director and/or the applicant and delivered to the appropriate parties for review, including a copy to the FDOT for any proposed proportionate fair-share mitigation on a SIS facility, no later than sixty (60) days from the date on which the applicant received written confirmation from the Town that the application was complete and eligible. If the executed proportionate fair share agreement is not received by the Town within the sixty (60) day period, the application shall be deemed abandoned and the application fee shall be forfeited to the Town, unless the Town determines in

its sole discretion that an extension of the deadline is warranted based upon good cause shown by the applicant.

- (6) No proportionate fair-share agreement will be effective until approved by the Town Commission and the County, if applicable.

(f) Determining Proportionate Fair-Share Obligation

- (1) Proportionate fair-share mitigation for concurrency impacts may include, without limitation, separately or collectively, private funds, contributions of land, and construction and contribution of facilities.
- (2) A project eligible for participation under the Proportionate Fair-Share Program shall not be required to pay more than its proportionate fair-share. The fair market value of the proportionate fair-share mitigation for the impacted facilities shall not differ regardless of the method of mitigation.
- (3) Pursuant to § 163.3180(16), F.S., the methodology used to calculate a project's proportionate fair-share obligation shall be as follows:

The cumulative number of trips from the proposed development expected to reach roadways during peak hours from the complete build out of a stage or phase being approved, divided by the change in the peak hour service volume ("SV") of roadways resulting from construction of an improvement necessary to maintain the adopted LOS, multiplied by the construction cost, at the time of applicant payment, of the improvement necessary to maintain the adopted LOS. For purposes of this subsection, construction shall include all costs associated with the improvement. The methodology expressed as a mathematical equation is as follows:

$$\text{Proportionate Fair-Share} = \sum [((\text{Development Trips}_i) / (\text{SV Increase}_i)) \times \text{Cost}_i]$$

Where:

Development Trips_i = Those trips from the stage or phase of development under review that are assigned to roadway segment "i" and have triggered a deficiency per TPS;

SV Increase_i = Service volume increase provided by the eligible improvement to roadway segment "i" per the *General Requirements* (c) subsection;

Cost_i = Adjusted cost of the improvement to segment "i". Cost shall include all improvements and associated costs, such as design, right-of-way acquisition, planning, engineering review, inspection, administration, and physical development costs directly associated with construction at the anticipated cost, including contingencies, in the year it will be incurred.

- (4) For the purposes of determining proportionate fair-share obligations, the Community Development Director shall determine improvement costs based upon the actual and/or anticipated cost of the improvement in the year that construction will occur.
- (5) If the Town has accepted an improvement proposed by the applicant, then the value of the improvement shall be based on an engineer's certified cost estimate provided by the applicant and approved by the Community Development Director or other method approved by the Director.
- (6) If the Town has accepted a major thoroughfare road right-of-way ("ROW") dedication for the proportionate fair-share payment, credit for the dedication of the ROW shall be valued on the date of the dedication at one hundred and twenty (120) percent of the most recent assessed value by the Palm Beach County Property Appraiser, or at the option of the applicant and in-lieu of the 120 percent of assessed value, by fair market value established by an independent appraisal approved by the Town at no expense to the Town. This appraisal shall assume no approved development plan for the site. All ROW dedicated must be part of a roadway segment that triggered the deficiency per TPS, and must not be site-related. The applicant shall supply a drawing and legal description of the land and a certificate of title or title search of the land to the Town at no expense to the Town. If the estimated value of the ROW dedication proposed by the applicant, based on a Town approved appraisal, is more than the Town estimated total proportionate fair share obligation for the development, then the Town will give the developer Town road impact fee credit for the difference. Prior to purchase or acquisition of any real estate or acceptance of donations of real estate intended to be used for the proportionate fair share, public or private partners should contact the FDOT for essential information about compliance with federal law and regulations, if on a transportation facility maintained by FDOT or if applicable. The Town shall have the option of requiring an environmental assessment by the applicant for right-of-way dedication.

(g) *Impact Fee Credit for Proportionate Fair-Share Mitigation*

- (1) Proportionate fair-share contributions shall be applied as a credit against impact fees to the extent that all or a portion of the proportionate fair-share mitigation is used to address the same capital infrastructure improvements contemplated by road impact fees which may hereafter be established by the Town.
- (2) The proportionate fair-share obligation is intended to mitigate the transportation impacts of a proposed project. As a result, any road impact fee credit based upon proportionate fair-share contributions for a proposed project cannot be transferred to any other project.

(h) *Proportionate Fair-Share Agreements*

- (1) Upon execution of any proportionate fair share agreement, the applicant shall receive a certificate of concurrency approval. Should the applicant fail to apply for a

development permit within twelve (12) months, then the proportionate fair share agreement shall be considered null and void, and the applicant shall be required to reapply, unless the Town and the applicant mutually agree to a time extension.

- (2) Payment of the proportionate fair-share contribution is due in full no later than the date of the issuance of the first building permit, and shall be non-refundable. If the payment is submitted more than ninety (90) days from the date of execution of the proportionate fair share agreement, then the proportionate fair-share cost shall be recalculated at the time of payment based on the best estimate of the construction cost of the required improvement at the time of payment, pursuant to the *Determining Proportionate Fair-Share Obligation* (f) subsection and adjusted accordingly.
- (3) In the event proportionate fair share agreement requires the applicant to build one or more road improvements, all such improvements must be commenced prior to issuance of a development permit, and all such improvements must be guaranteed by a binding agreement that is accompanied by a Performance Security, as determined by the Community Development Director, which is in a monetary amount sufficient to ensure the completion of all required improvements as determined by the Community Development Director. It is the intent of this subsection that any required improvements be completed concurrent with development of the project.
- (4) Dedication of necessary ROW for facility improvements pursuant to proportionate fair share agreement must be completed prior to issuance of the first building permit, but shall not include a building permit issued for a *dry model* (a model home not connected to sanitary sewer and potable water).
- (5) Any requested change to a development project made subsequent to the issuance of any development order may be subject to additional proportionate fair-share contributions to the extent the change would generate additional traffic that would require mitigation.
- (6) Applicants may submit a letter to withdraw from the proportionate fair share agreement at any time prior to the execution of the agreement. The application fee and any associated advertising costs paid to Town will be non-refundable.
- (7) The Town may enter into proportionate fair share agreement for selected corridor improvements to facilitate collaboration among multiple applicants on improvements to a shared transportation facility.

(i) *Appropriation of Fair-Share Revenues*

- (1) Proportionate fair-share revenues shall be placed in the appropriate project account for funding of scheduled improvements in the CIE, or as otherwise established in the terms of the proportionate fair share agreement. Proportionate fair-share revenues may be used as the fifty (50) percent local match for funding under the FDOT

Transportation Regional Incentive Program, or any other matching requirement for State and Federal grant programs as may be allowed by law.

- (2) In the event a scheduled facility improvement is removed from the CIE, then the revenues collected for its construction may be applied toward the construction of another improvement within that same corridor that would mitigate the impacts of development pursuant to the requirements of the *General Requirements* (c)(2) subsection.

Section 3. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Codification. The sections of the Ordinance may be renumbered or relettered to accomplish codification, and the words "ordinance," "section," "article," or "paragraph" may be changed to provide for continuity.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

Section 7. Effective date. This Ordinance shall take effect immediately upon passage.

TAB 3

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: January 3, 2007 Agenda Item No. *Tab 3*

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> | |

SUBJECT: Establishing a General Election

RECOMMENDED MOTION/ACTION: Establishing the time and place of a General Election to be held on Tuesday, March 13, 2007 for the purpose of electing Commissioners for seat B and D.

Approved by Town Manager *[Signature]* Date: *12/28/06*

[Signature] Name/Title Date of Actual Submittal
12/27/06

Originating Department: <i>Town Clerk</i>	Costs: \$ <i>-0-</i> Funding Source: Acct. #	Attachments: <i>Resolution 02-01-07</i>
Department Review: <input checked="" type="checkbox"/> City Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> Marina <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <i>YM</i> <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes have notified everyone _____ OR Not applicable in this case <i>YM</i> : Please initial one <i>YM</i>

Summary Explanation/Background: Staff recommends approval/adoption of Resolution No. 02.01.07 in that the Town, in the past adopted the Uniform Municipal Election Code. As a result, the Town is required to adopt a Resolution establishing the date, time and place of any General Election.

RESOLUTION NO. 02-01-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING THE TIME AND PLACE OF A GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 13, 2007 FOR THE PURPOSE OF ELECTING COMMISSIONERS FOR SEAT B AND D FOR THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; ESTABLISHING THE QUALIFYING/FILING PERIOD FOR SUCH GENERAL ELECTION AS TUESDAY JANUARY 30, 2007 THROUGH TUESDAY FEBRUARY 13, 2007 AT 5:00 PM; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS;

Section 1. A General Election shall be held and is hereby declared to be held in the Town of Lake Park, Palm Beach County, Florida, between the hours of 7:00 a.m. and 7:00 p.m. on Tuesday, the 13th day of March, 2007, for the purpose of electing Commissioners for seats B and D to the Town Commission of the Town of Lake Park.

Section 2. Tuesday, January 30, 2007 at 12:00 noon, is hereby designated as the opening date for those interested persons in qualifying as Commissioners for seats B and D, for the General Election to be held on Tuesday, March 13, 2007; and establishing Tuesday, February 13, 2007 at 12:00 noon as the closing date for candidates to file with the Town of Lake Park for the March 13, 2007 General Election.

Section 3. At least thirty (30) days before Tuesday, February 13, 2007, but not more than forty five (45) days before Tuesday, March 13, 2007, the Town Clerk of the Town of Lake Park ("Town") shall post in three (3) conspicuous places in the Town, one of which shall be at the door of Town Hall, the notice of the General Election, and the offices and vacancies on the Town Commission to be filled;

Section 4. The Palm Beach County Supervisor of Elections or his designee is hereby designated as a member of the Town's Canvassing Board, enabling the designee to represent the Town of Lake Park at the Logic and Accuracy ("L&A") testing of the voting equipment prior to the General Election. The Supervisor of Elections Office is also hereby requested to prepare absentee ballots for the Town of Lake Park, to be distributed to those

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: January 3, 1007

Agenda Item No. Tab 4

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: Resolution Revising the Town of Lake Park Employee Policy/Handbook to Provide for an Annual Leave Donation Pool Program

RECOMMENDED MOTION/ACTION: Adoption of Resolution

Approved by Town Manager Rementelli Date: 12/28/04

Originating Department: Administrative Services	Costs: \$ -0- Funding Source: Acct. #	Attachments: Copy of Resolution and Annual Leave Donation Pool Program Policy
Department Review: <input checked="" type="checkbox"/> Town Attorney <u>DJB</u> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Personnel <u>BmT</u> <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BmT</u> : Please initial one.

Summary Explanation/Background:

Currently, the Town of Lake Park employee benefits for non-work related illness or injury include the following:

- Annual Leave – which is Town administered and which is accrued by the employee up to a maximum of 240 hours for use as sick leave, and for rest and relaxation (the current Town of Lake Park Employee Policy/Handbook encourages employees to use their annual leave for this purpose and to take at least one work week or five days of paid vacation each year);
- Major Illness Leave – which is Town administered and which is accrued by the employee at the rate of 1.5 hours per pay period up to a maximum of 80 hours to be used for any illness diagnosed by a physician, excluding elective surgery, which would prevent an employee from reporting to work (annual leave must be used for the first three days of such documented illness; major illness leave commences on the fourth day of the illness and may be used to supplement short term and long term disability);
- Short Term Disability – which is administered by Jefferson Pilot (now known as Lincoln Financial) which provides 70 percent of weekly earnings subject to a maximum of \$1,200 per week for a maximum benefit period of 13 weeks (this benefit is available to employees who work a minimum of 30 hours per week and who have been employed by the Town for 90 days; the employee must be sick or incur a non-work related injury for 14 days prior to becoming eligible for benefits); and
- Long Term Disability – which is administered by Lincoln Financial which provides 60 percent of monthly earnings subject to a maximum of \$5,000 per month for a maximum benefit period of 24 months if the employee is unable to return to his or her own occupation (this benefit is available to employees who work a minimum of 30 hours per week and who have been employed by the Town for 90 days, and the employee must be disabled for three months prior to becoming eligible for benefits).

The Town pays 100 percent of the monthly premiums for individual employees for both the short term disability and the long term disability. Employees can purchase supplemental short term disability insurance through AFLAC, which is not paid for by the Town.

The Town also provides up to 12 weeks of leave per calendar year pursuant to the Family and Medical Leave Act to allow employees to provide recuperation time for their own serious illness or to care for their seriously ill family member; however, such leave is unpaid.

The purpose of the Annual Leave Donation Pool Program is two-fold, as follows:

1. It is to provide an additional earnings safety net to participating employees who must take extended leave for non-work related major illnesses or injuries and who do not have sufficient annual leave to cover the 14 day period before the Short Term Disability commences, or for whom the benefit available through the Short Term Disability does not provide enough income; and
2. It provides other participating employees with a mechanism by which they can provide assistance to their fellow employees in need by donating to the Annual Leave Donation Pool.

No additional financial burden will be placed on the budget of the Town of Lake Park as a result of this action. Donations to the Annual Leave Donation Pool will consist solely of annual leave already accrued by Town employees.

RESOLUTION 03-01-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN OF LAKE PARK EMPLOYEE POLICY/HANDBOOK TO PROVIDE FOR AN ANNUAL LEAVE DONATION POOL PROGRAM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park 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, staff has prepared an Annual Leave Donation Pool Program policy, a copy of which is attached hereto as Exhibit A, providing a policy to be incorporated into the Town of Lake Park Employee Policy/Handbook whereby employees may donate annual leave to those employees who may need extended leave for non-work related major illness or injury; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to establish an Annual Leave Donation Pool Program for Town employees;

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida, as follows:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes the revision of the Town of Lake Park Employee Policy/Handbook to provide for an annual leave donation pool program.

Section 3. This Resolution shall become effective immediately upon adoption.

**ANNUAL LEAVE DONATION POOL PROGRAM
TOWN OF LAKE PARK**

PURPOSE:

The purpose of this program is to establish an Annual Leave Donation Pool Program (hereinafter referred to as the "Pool") from which participating employees may receive benefits in cases involving non-work related major illnesses or injuries (as diagnosed by a physician) excluding elective surgery. The Annual Leave Donation Pool Program is not intended to supplement or replace the short-term use of annual leave benefits.

POLICY:

An eligible employee may authorize annual leave to be charged from the employee's accrued leave and transferred to a Town-wide Annual Leave Donation Pool account. The hours of annual leave transferred to the Pool account by an employee are not refundable; however, a participating employee shall be eligible to apply for certain extended annual leave benefits from the Pool when needed. This benefit shall not be in conflict with personnel policies relative to the approval of annual leave set forth in the Town of Lake Park Employee Policy/Handbook or in existing labor contracts.

There shall be an Annual Leave Donation Pool Committee (hereinafter referred to as the "Committee") comprised of Town employees holding the following positions:

1. Personnel Director,
2. A Shop Steward of the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO); and
3. Finance Director who shall administer the Annual Leave Donation Pool.

The role of the Committee shall be to coordinate the review and approval of applications from employees seeking to receive benefits from the Pool. The decision(s) of this Committee affecting all aspects of the Annual Leave Donation Pool Program shall be final.

PROCEDURE:

1. Participation in the Pool shall be voluntary. Employees seeking to enroll in the Pool shall complete and return to the office of the Department of Administrative Services a Pool enrollment form. Regular full-time employees, both exempt and non-exempt, may participate in the Pool after completion of one (1) year of continuous employment with the Town of Lake Park as determined by January 1st in the first year of the Pool and October 1st of every year thereafter and provided that such employee has a minimum accumulation of 96 hours of annual leave accrued prior to the transfer of any annual leave to the Pool.
2. A participating employee may be granted annual leave from the Pool only after his or her depletion of all personal annual leave credits. Annual leave donated to the

Pool may only be used for extended leave for non-work related major illnesses or injuries of participating employees. The participating employee may initially be eligible to receive up to ninety (90) days of annual leave from the Pool account. Requests for additional annual leave from the Pool must be approved by the Committee.

3. Participating employees shall be required to re-enroll in the Pool program on an annual basis in order to continue participation. Participating employees shall contribute a minimum of eight (8) hours and a maximum of twenty-four (24) hours of annual leave to the Pool once every twelve (12) month period. If the Committee finds that an insufficient amount of annual leave exists in the Pool, additional leave requests may be made to all participating employees. Upon enrollment in the Pool program and once every twelve (12) month period thereafter, the Finance Department shall deduct the designated hours of annual leave from the participating employee's annual leave accounts and shall credit such hours directly into the Pool account. Use of the Pool account shall be monitored by the Finance Department.
4. Requests for extended annual leave benefits from the Pool shall be submitted in writing to the Personnel Director, along with medical certification of the non-work related illness or injury along with a statement from the requesting employee's attending physician concerning the anticipated duration of the condition and outlook for recovery. (Employees applying for the Town of Lake Park Group Short Term Disability benefit through Jefferson Pilot shall submit an Attending Physician's Statement form to meet the medical certification requirement of the Pool program.) The official annual leave record and personnel file of the requesting employee shall also be reviewed prior to any authorization of Pool program allocation to that employee. The purpose of such review is to determine if the requesting employee has previously abused his/her annual leave at any time during the employee's employment by the Town prior to the request of leave from the Pool. Any and all employee medical documentation or statements shall in accordance with the public records law exemption be kept confidential by the Personnel Director.
5. Employees to whom annual leave is allocated from the Pool shall not be required to replace those hours; however, such employees shall be required to continue to donate to the Pool as participating employees as set forth above in paragraph 3 of this policy.
6. Any and all annual leave hours contributed to the Pool shall be permanently forfeited to the Pool and shall be used exclusively for the purpose of carrying out the Pool's program objectives.
7. Any and all annual leave contributed to the Pool by a participating employee shall be forfeited upon the employee's cancellation of membership in the Pool, retirement, or termination from Town of Lake Park employment.

TAB 5

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: January 3, 2007

Agenda Item No. Tab 5

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

QUASI-JUDICIAL HEARING ON SITE PLAN

SUBJECT: (1) Quasi-judicial hearing for approval of site plan for the construction by Nextel South Corp. of a replacement telecommunications tower and appurtenant equipment shelter located on Town-owned property at 640 Old Dixie Highway which is the location of the Town's Public Works headquarters. (2) Approval of a site lease agreement with Nextel South Corp. for ground and tower space at 640 Old Dixie Highway and authorization for Mayor to execute.

RECOMMENDED MOTION/ACTION: Adopt Resolution approving site plan as presented. Adopt Resolution approving site lease agreement and authorizing Mayor to execute same.

Approved by Town Manager Cynthia Jernstedt Date: 12/27/06

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct #	Attachments: Staff Report Site Plan
Department Review: <input checked="" type="checkbox"/> Town Attorney <u>[Signature]</u> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <u>[Signature]</u>	<input checked="" type="checkbox"/> Finance <u>[Signature]</u> <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: The site plan approval for the Sprint Cell Tower is related to the site lease agreement "Lease") the Town will enter into to allow the construction of a telecommunications tower and appurtenant equipment shelter to replace an existing tower located at 640 Old Dixie Highway (Town Public Works Department headquarters). Nextel South Corp. ("Nextel") will construct the tower and transfer ownership by Bill of Sale to the Town upon completion. The details of the site plan and the Lease are set forth in the staff report which outlines the agreements reached between the Town and Nextel.



**TOWN LAKE OF PARK
TOWN COMMISSION**
Meeting Date: January 3, 2007
Date Prepared: December 20, 2006

APPLICATION:

Quasi-judicial review and approval of a Site Plan for a 150' replacement stealth telecommunications tower and equipment shelter to be located on Town-owned property at 640 Old Dixie Highway (Public Works Dept.), and approval of a related Site Lease Agreement with Nextel South Corporation ("Nextel").

APPLICANTS REQUEST: A request by Nextel ("Applicant") for: (1) Site Plan approval for a replacement telecommunications tower and appurtenant building to be constructed by Nextel at 640 Old Dixie Highway in the Town of Lake Park on Town-owned land which is the current site of the Town's Public Works headquarters, a copy of the Site Plan is attached hereto as **Exhibit "A"**; and (2) approval and authorization of the Mayor to execute a Site Lease Agreement for the telecommunications facility a copy of which is attached hereto as **Exhibit "B"**.

PLANNING AND ZONING BOARD RECOMMENDATION: At their September 11, 2006 meeting, the Planning and Zoning Board voted 3-2 to: **recommend approval of the Site Plan with the following condition:**

(1) Applicant will provide for 180 feet of hedging interspersed with nine (9) palm or shade trees from the Town's approved planting list to be placed along the 10th Street fencing as noted on the Site Plan.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The Comprehensive Plan does not specifically address telecommunication facilities; however the proposed tower and related equipment shelter are consistent with the overall intent of the goals, objectives and policies of the Town's Comprehensive Plan. The following policies indicate the consistency between the Comprehensive Plan and the proposed facility:

Future Land Use Element

Policy 3.2: Public facilities and utilities shall be located to: (1) maximize service efficiency; (2) minimize public costs; and (3) minimize impacts upon the natural environment.

This Application follows these principles by utilizing existing public space and creating a revenue stream for the Town.

PROJECT DETAILS:

<u>BACKGROUND INFORMATION:</u>	
Applicant(s):	Nextel South Corp.
Owner:	Town of Lake Park, FL
Address of Location:	640 Old Dixie Highway
Land Use:	Public Building and Grounds
<u>Adjacent Zoning</u>	
North:	CLIC
South:	CLIC
East:	CLIC
West:	CLIC
<u>Adjacent Land Uses</u>	
North:	Commercial
South:	Vacant Commercial
East:	Commercial
West:	Commercial

The Applicant proposes to construct a 150' stealth flagpole telecommunications facility ("Tower") at the Town's Public Works facility located on 570 square feet (15' x 38') of ground space. An existing Town owned and operated

communication tower is located on the same site and is currently being used for two way radio communication by Town employees. This existing guide-wired tower which is 185' in height, does not meet the current wind-load Building Code requirements and is no longer structurally sound, will be relocated to the nearby American Tower pursuant to an existing lease that the Town has with the American tower owner.

The Town, the Applicant, the Town's contractors, and the owners and operators of the American Tower, will coordinate the scheduling of the dismantling of the existing tower, the relocation of the Town's antennas and related equipment to the American Tower and the construction of the new Tower. Pursuant to the Site Lease Agreement ("Lease"), the Applicant will reimburse the Town for expenses associated with the relocation of the Town's antennas in an amount not to exceed \$7,500.00. After the new Tower is constructed and accepted by the Town, the Applicant will transfer title of the Tower to the Town by a Bill of Sale, the form of which is attached as "**Exhibit F**" to the Lease. Thereafter, the Town will have full leasing rights for both Tower space and ground spaced for future co-locaters. The Tower can accommodate three co-locaters in addition to the Applicant for a total of four co-locaters.

The Lease provides that the Applicant will pay the Town annual Rent in advance in the amount of \$21,900.00 (12 months at \$1,825.00 per month), which will be increased by four percent (4%) annually. In addition, the Applicant will pay the Town the amount of \$40,000.00 as a one-time capital contribution toward the Town's purchase and installation of a replacement back-up generator of at least 100kw or larger, for the Public Works Facility which will be capable of powering the Town's equipment and the Applicant's communications facilities and those of any additional co-locaters. The Town's current generator is old and in need of upgrade and the new generator will accommodate the Town's needs and will alleviate the need to have separate generators for each tenant and co-locator on the site.

The Applicant has also agreed to reimburse the Town's legal fees and costs associated with the negotiation and execution of the Lease in an amount not to exceed Twenty-Thousand Dollars. Further, as previously stated, the Applicant will reimburse the Town for its fees and costs associated with the relocation of the Town's antennas onto the American tower in an amount not to exceed \$7,500.00. The initial estimates received by the Town for relocating the Town's antennas and other equipment are just under \$7,500.00 and so the Town does not anticipate incurring any costs for the relocation that will not be reimbursed by the Applicant. The initial term of the Lease is for five years, and is renewable at the option of the Applicant for an additional three terms of five years each for a total of twenty years. The Lease to be executed by the Town and the Applicant was mutually drafted by the Town Attorney and the Applicant. The Lease is not the standard lease generally used by the Applicant, but is far more favorable in its terms to the Town. The Applicant is providing three million dollars of

comprehensive commercial general liability insurance coverage (combined single limits) and one million dollars of comprehensive automobile liability insurance coverage combined single limits for the project and has agreed to the Town's standard indemnification requirements.

TOWER LOCATION:

The Tower site will be to the rear and north of the present Public Works building and is depicted generally in the site sketch attached as **Exhibit "C"** to the Lease. In addition to the Tower, an 11'6" x 20' equipment building will be constructed (see plans for details). The building façade will match the existing Public Works building.

ACCESS:

Access (secured) to the Tower compound will be through the existing entrance to the Public Works facility.

TRAFFIC:

The Town Engineer has determined that the communications facility will not have a significant impact on traffic, and meets the Traffic Performance Standards of Palm Beach County.

LANDSCAPING:

The Applicant will be providing landscaping to enhance the new fenced area along 10th Street as recommended by the Planning and Zoning Board. The landscaping drawings are included as part of the Site Plan.

PARKING:

There is sufficient space in the Public Works parking area to accommodate the parking needs for the Applicant's employees and contractors, which will consist of only one or two work vehicles occasionally when needed.

STAFF COMMENTS:

This request is subject to the requirements of Chapter 74 of the Town Code. Staff analysis of the application of the Code requirements to the Applicant's request is set forth below:

- *Aesthetics.*

The Tower will be a stealth design flag pole. All antennas will be located within the Tower structure and will not be visible. The Tower is designed as a flagpole

but due to the difficulty of complying with flagpole etiquette and maintenance, a flag will not be displayed on the pole. In addition, the height of the proposed facility is 35' shorter than the existing Town operated 185' tower at the same location and will not require guide-wires thereby minimizing the visual impacts as much as possible.

- *Height.*

The existing tower is 185 feet high and requires unsightly numerous guide wires to stabilize it. The replacement Tower is a 150' stealth facility with no external antennas, wires or cables and the Tower meets the height requirements of the Code.

- *Setback distances.*

This is a replacement Tower and therefore has grandfather status as to setbacks. Although, the applicable setback is 123 feet from the nearest property line, the proposed tower is replacing an existing tower with 80' setbacks, and therefore complies with the setback requirements.

- *Separation.*

Although the proposed Tower is less than the required separation of one half mile from another facility (the American Tower site is approximately one quarter of a mile to the northwest), this Tower is a replacement tower and therefore has grandfather status with respect to separation and therefore meets the separation requirements.

- *Security fencing.*

The area around the Tower will be enclosed by the appropriate security fencing. The Site Plan requires a six foot chain link fence around the perimeter.

- *Lighting.*

There will be no lighting on the Tower because it is not required by the FAA.

- *State or federal requirements.*

The Tower will comply with all state and federal requirements. The Applicant's Facilities and approved frequencies for this Site are attached as "**Exhibit B**" to the Lease.

- *Building codes; safety standards.*

The Tower will comply with the Florida Building Code. The Engineering drawings for the proposed facilities are attached as **Exhibit C**” to the Lease.

- *Franchises.*

The necessary requirement for franchises will be detailed and complied with in the lease with the Town.

- *Signs.*

There will be no signs other than appropriate and permitted warning signs.

SUMMARY: The Application complies with the review criteria set forth in Chapter 74 of the Town of Lake Park Code of Ordinances. It also meets the purpose and intent of the Code in that it discourages proliferation, helps minimize the total number of towers in the community, encourages collocation, minimizes visual impact by replacing a more obtrusive tower, utilizes a public/non-residential site, and facilitates the providers to provide needed services to the community.

RECOMMENDATION: Town Staff recommends approval of the Site Plan. In addition, Town Staff and the Town Attorney recommend approval of the Site Lease Agreement and authorization of execution by the Mayor.

RESOLUTION NO. 04-01-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR THE CONSTRUCTION OF A 150 FOOT REPLACEMENT TELECOMMUNICATIONS TOWER AND APPURTENANT BUILDING, SUBJECT TO CONDITIONS OF APPROVAL, TO BE LOCATED ON 570 SQUARE FEET OF GROUND SPACE ON PROPERTY OWNED BY THE TOWN OF LAKE PARK AND LOCATED AT 640 OLD DIXIE HIGHWAY ON THE TOWN'S PUBLIC WORKS HEADQUARTERS SITE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Nextel South Corp (the Applicant) has filed an application for a site plan (the Application) which would authorize the construction of a 150' telecommunications tower and appurtenant building located on 570 square feet of property located 640 Old Dixie Highway in the Town of Lake park and on property owned by the Town of Lake Park, Florida; and

WHEREAS, the Applicant proposes to construct a 150' high telecommunications tower and an appurtenant one story building to house equipment necessary to operate the tower, which building is approximately 570 square feet; and

WHEREAS, the Lake Park Planning and Zoning Commission has reviewed the Application and has made its recommendation to the Town Commission; and

WHEREAS, the Town Commission has considered the evidence presented to it by the Town Staff, the Owner and other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan, and whether it meets the Town's Land Development Regulations, and

WHEREAS, the Town Commission has determined that certain conditions as set forth herein, are necessary for the Application to be consistent with the Town's Comprehensive Plan and to meet the Town's Land Development Regulations; and

WHEREAS, the Owner, its successors and assigns shall be subject to the conditions contained in Section 2.

NOW THEREFORE, be it ordained by the Town Commission of the Town of Lake Park;

Section 1: The whereas clauses are incorporated herein as true and correct as the findings of fact and conclusions of law of the Town Commission.

Section 2: The Town Commission hereby approves the site plan for an office/warehouse facility including, but not limited to, the submitted architectural elevations for the subject property and engineering design, subject to the following conditions:

- 1) The Applicant will provide for 180 feet of hedging interspersed with nine (9) palm or shade trees from the Town's approved planting list to be placed along the 10th Street fencing as noted on the Site Plan.
- 2) Within 90 days of the effective date of this Resolution, the Owner shall submit revised development plans to include the items listed as conditions. Said development plans shall be approved administratively by staff as long as: (1) all conditions are included on the development plans to the satisfaction of the Community Development Director, and (2) any exterior building modification(s) is architecturally consistent with the approved buildings. Should any of the aforesaid not be adequately satisfied, the revised development plans shall be reviewed and approved by the Town Commission by way of an amendment to the site plan. No building or land clearing permits shall be issued until revised plans have been approved.
- 3) The tower and appurtenant building shall be constructed in compliance with the following exhibits on file with the Town's Community Development Department or authorized revisions as noted in sections 4. & 5. below:
 - a. Site Plan & Architectural Elevations, Landscape Plan referenced as Exhibit C (Engineering Drawings) sheets "T01; C01-C11; L01; E01-E09", dated 10-17-2006, prepared by CHA, who is the Architect, and landscape architect of record for the Project, Inc , received and dated by the Department of Community Development on 12-29-06.
 - b. Exhibits D & E dated 10-17-2006 prepared by CHA., received and dated by the Department of Community Development on 12-29-06.
- 4) Any revisions to the site plan, submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted materials, or structures, shall be submitted to the Community Development Department and shall be subject to its review and approval.
- 5) This site plan shall comply with the regulations as set forth in Section **67-42 Expiration of land development approvals.**

Section 3: This Resolution shall become effective upon adoption.

TAB 6

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: January 3, 2007

Agenda Item No. Tab 6

- PUBLIC HEARING
 - Ordinance on Second Reading
 - Public Hearing

- RESOLUTION
- DISCUSSION

ORDINANCE ON FIRST READING

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

QUASI-JUDICIAL HEARING ON SITE PLAN

SUBJECT: (1) Quasi-judicial hearing for approval of site plan for the construction by Nextel South Corp. of a replacement telecommunications tower and appurtenant equipment shelter located on Town-owned property at 640 Old Dixie Highway which is the location of the Town's Public Works headquarters. (2) Approval of a site lease agreement with Nextel South Corp. for ground and tower space at 640 Old Dixie Highway and authorization for Mayor to execute.

RECOMMENDED MOTION/ACTION: Adopt Resolution approving site plan as presented. Adopt Resolution approving site lease agreement and authorizing Mayor to execute same.

Approved by Town Manager *Cynthia Semerata* Date: 12/27/06

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report Site Plan
Department Review: <input checked="" type="checkbox"/> Town Attorney <u><i>[Signature]</i></u> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <u><i>[Signature]</i></u>	<input checked="" type="checkbox"/> Finance <u><i>AS</i></u> <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background: The site plan approval for the Sprint Cell Tower is related to the site lease agreement "Lease" the Town will enter into to allow the construction of a telecommunications tower and appurtenant equipment shelter to replace an existing tower located at 640 Old Dixie Highway (Town Public Works Department headquarters). Nextel South Corp. ("Nextel") will construct the tower and transfer ownership by Bill of Sale to the Town upon completion. The details of the site plan and the Lease are set forth in the staff report which outlines the agreements reached between the Town and Nextel.



**TOWN LAKE OF PARK
TOWN COMMISSION**
Meeting Date: January 3, 2007
Date Prepared: December 20, 2006

APPLICATION:

Quasi-judicial review and approval of a Site Plan for a 150' replacement stealth telecommunications tower and equipment shelter to be located on Town-owned property at 640 Old Dixie Highway (Public Works Dept.), and approval of a related Site Lease Agreement with Nextel South Corporation ("Nextel").

APPLICANTS REQUEST: A request by Nextel ("Applicant") for: (1) Site Plan approval for a replacement telecommunications tower and appurtenant building to be constructed by Nextel at 640 Old Dixie Highway in the Town of Lake Park on Town-owned land which is the current site of the Town's Public Works headquarters, a copy of the Site Plan is attached hereto as **Exhibit "A"**; and (2) approval and authorization of the Mayor to execute a Site Lease Agreement for the telecommunications facility a copy of which is attached hereto as **Exhibit "B"**.

PLANNING AND ZONING BOARD RECOMMENDATION: At their September 11, 2006 meeting, the Planning and Zoning Board voted 3-2 to: **recommend approval of the Site Plan with the following condition:**

(1) Applicant will provide for 180 feet of hedging interspersed with nine (9) palm or shade trees from the Town's approved planting list to be placed along the 10th Street fencing as noted on the Site Plan.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The Comprehensive Plan does not specifically address telecommunication facilities; however the proposed tower and related equipment shelter are consistent with the overall intent of the goals, objectives and policies of the Town's Comprehensive Plan. The following policies indicate the consistency between the Comprehensive Plan and the proposed facility:

Future Land Use Element

Policy 3.2: Public facilities and utilities shall be located to: (1) maximize service efficiency; (2) minimize public costs; and (3) minimize impacts upon the natural environment.

This Application follows these principles by utilizing existing public space and creating a revenue stream for the Town.

PROJECT DETAILS:

<u>BACKGROUND INFORMATION:</u>	
Applicant(s):	Nextel South Corp.
Owner:	Town of Lake Park, FL
Address of Location:	640 Old Dixie Highway
Land Use:	Public Building and Grounds
<u>Adjacent Zoning</u>	
North:	CLIC
South:	CLIC
East:	CLIC
West:	CLIC
<u>Adjacent Land Uses</u>	
North:	Commercial
South:	Vacant Commercial
East:	Commercial
West:	Commercial

The Applicant proposes to construct a 150' stealth flagpole telecommunications facility ("Tower") at the Town's Public Works facility located on 570 square feet (15' x 38') of ground space. An existing Town owned and operated

communication tower is located on the same site and is currently being used for two way radio communication by Town employees. This existing guide-wired tower which is 185' in height, does not meet the current wind-load Building Code requirements and is no longer structurally sound, will be relocated to the nearby American Tower pursuant to an existing lease that the Town has with the American tower owner.

The Town, the Applicant, the Town's contractors, and the owners and operators of the American Tower, will coordinate the scheduling of the dismantling of the existing tower, the relocation of the Town's antennas and related equipment to the American Tower and the construction of the new Tower. Pursuant to the Site Lease Agreement ("Lease"), the Applicant will reimburse the Town for expenses associated with the relocation of the Town's antennas in an amount not to exceed \$7,500.00. After the new Tower is constructed and accepted by the Town, the Applicant will transfer title of the Tower to the Town by a Bill of Sale, the form of which is attached as "**Exhibit F**" to the Lease. Thereafter, the Town will have full leasing rights for both Tower space and ground spaced for future co-locaters. The Tower can accommodate three co-locaters in addition to the Applicant for a total of four co-locaters.

The Lease provides that the Applicant will pay the Town annual Rent in advance in the amount of \$21,900.00 (12 months at \$1,825.00 per month), which will be increased by four percent (4%) annually. In addition, the Applicant will pay the Town the amount of \$40,000.00 as a one-time capital contribution toward the Town's purchase and installation of a replacement back-up generator of at least 100kw or larger, for the Public Works Facility which will be capable of powering the Town's equipment and the Applicant's communications facilities and those of any additional co-locaters. The Town's current generator is old and in need of upgrade and the new generator will accommodate the Town's needs and will alleviate the need to have separate generators for each tenant and co-locator on the site.

The Applicant has also agreed to reimburse the Town's legal fees and costs associated with the negotiation and execution of the Lease in an amount not to exceed Twenty-Thousand Dollars. Further, as previously stated, the Applicant will reimburse the Town for its fees and costs associated with the relocation of the Town's antennas onto the American tower in an amount not to exceed \$7,500.00. The initial estimates received by the Town for relocating the Town's antennas and other equipment are just under \$7,500.00 and so the Town does not anticipate incurring any costs for the relocation that will not be reimbursed by the Applicant. The initial term of the Lease is for five years, and is renewable at the option of the Applicant for an additional three terms of five years each for a total of twenty years. The Lease to be executed by the Town and the Applicant was mutually drafted by the Town Attorney and the Applicant. The Lease is not the standard lease generally used by the Applicant, but is far more favorable in its terms to the Town. The Applicant is providing three million dollars of

comprehensive commercial general liability insurance coverage (combined single limits) and one million dollars of comprehensive automobile liability insurance coverage combined single limits for the project and has agreed to the Town's standard indemnification requirements.

TOWER LOCATION:

The Tower site will be to the rear and north of the present Public Works building and is depicted generally in the site sketch attached as **Exhibit "C"** to the Lease. In addition to the Tower, an 11'6' x 20' equipment building will be constructed (see plans for details). The building façade will match the existing Public Works building.

ACCESS:

Access (secured) to the Tower compound will be through the existing entrance to the Public Works facility.

TRAFFIC:

The Town Engineer has determined that the communications facility will not have a significant impact on traffic, and meets the Traffic Performance Standards of Palm Beach County.

LANDSCAPING:

The Applicant will be providing landscaping to enhance the new fenced area along 10th Street as recommended by the Planning and Zoning Board. The landscaping drawings are included as part of the Site Plan.

PARKING:

There is sufficient space in the Public Works parking area to accommodate the parking needs for the Applicant's employees and contractors, which will consist of only one or two work vehicles occasionally when needed.

STAFF COMMENTS:

This request is subject to the requirements of Chapter 74 of the Town Code. Staff analysis of the application of the Code requirements to the Applicant's request is set forth below:

- *Aesthetics.*

The Tower will be a stealth design flag pole. All antennas will be located within the Tower structure and will not be visible. The Tower is designed as a flagpole

but due to the difficulty of complying with flagpole etiquette and maintenance, a flag will not be displayed on the pole. In addition, the height of the proposed facility is 35' shorter than the existing Town operated 185' tower at the same location and will not require guide-wires thereby minimizing the visual impacts as much as possible.

- *Height.*

The existing tower is 185 feet high and requires unsightly numerous guide wires to stabilize it. The replacement Tower is a 150' stealth facility with no external antennas, wires or cables and the Tower meets the height requirements of the Code.

- *Setback distances.*

This is a replacement Tower and therefore has grandfather status as to setbacks. Although, the applicable setback is 123 feet from the nearest property line, the proposed tower is replacing an existing tower with 80' setbacks, and therefore complies with the setback requirements.

- *Separation.*

Although the proposed Tower is less than the required separation of one half mile from another facility (the American Tower site is approximately one quarter of a mile to the northwest), this Tower is a replacement tower and therefore has grandfather status with respect to separation and therefore meets the separation requirements.

- *Security fencing.*

The area around the Tower will be enclosed by the appropriate security fencing. The Site Plan requires a six foot chain link fence around the perimeter.

- *Lighting.*

There will be no lighting on the Tower because it is not required by the FAA.

- *State or federal requirements.*

The Tower will comply with all state and federal requirements. The Applicant's Facilities and approved frequencies for this Site are attached as "**Exhibit B**" to the Lease.

- *Building codes; safety standards.*

The Tower will comply with the Florida Building Code. The Engineering drawings for the proposed facilities are attached as **Exhibit C** to the Lease.

- *Franchises.*

The necessary requirement for franchises will be detailed and complied with in the lease with the Town.

- *Signs.*

There will be no signs other than appropriate and permitted warning signs.

SUMMARY: The Application complies with the review criteria set forth in Chapter 74 of the Town of Lake Park Code of Ordinances. It also meets the purpose and intent of the Code in that it discourages proliferation, helps minimize the total number of towers in the community, encourages collocation, minimizes visual impact by replacing a more obtrusive tower, utilizes a public/non-residential site, and facilitates the providers to provide needed services to the community.

RECOMMENDATION: Town Staff recommends approval of the Site Plan. In addition, Town Staff and the Town Attorney recommend approval of the Site Lease Agreement and authorization of execution by the Mayor.

RESOLUTION NO. 01-01-07

A RESOLUTION BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SITE LEASE AGREEMENT WITH NEXTEL SOUTH CORPORATION, A GEORGIA CORPORATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") has agreed to enter into a Site Lease Agreement ("Lease") with Nextel South Corp. ("Nextel") for the construction of a 150' replacement telecommunications tower and related equipment shelter at 640 Old Dixie Highway at the Town's Public Works Facility; and

WHEREAS, the terms and conditions of the Lease between the Town and Nextel are set forth in the Lease attached hereto as **Exhibit "A"** and incorporated herein by reference

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of the Town Commission.

Section 2. The Mayor is hereby authorized and directed to execute the Lease attached hereto as **Exhibit "A"** and all other necessary documents to effectuate the Contract.

Section 3. This Resolution shall be effective upon adoption.

TELECOMMUNICATIONS FACILITY LAND LEASE AGREEMENT

This Lease Agreement ("Lease" or "Agreement"), made this _____ day of _____, 2006, between the Town of Lake Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida with its mailing address located at 535 Park Avenue, Lake Park, Florida 33403, hereinafter designated as "LESSOR", and Nextel South Corp., a Georgia corporation, hereinafter designated as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

I. PREMISES; TOWER LEASING AND MODIFICATIONS.

1.1 LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "**Property**") located at 640 Old Dixie Highway at the Town of Lake Park Public Works Department facility in the Town of Lake Park, Palm Beach County, Florida, 33403 said portion being described as containing approximately 570 square feet (15' x 38') (the "**Land Space**"), for the purpose of constructing and maintaining a 150 foot stealth flagpole communication facility ("**Tower**" or "**Facility**") together with the non-exclusive right (the "**Right of Way**") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and antenna equipment, cable wiring, back-up power sources (including generators and above ground fuel storage tanks), related fixtures, and an antenna support structure, related utility wires, poles, cables, conduits, and pipes over, under, or along right-of-way extending from the nearest public right-of-way, to the Land Space; said Land Space and Right of Way (hereinafter collectively referred to as the "**Premises**") being substantially as described herein in the survey and site sketch with legal description as set forth in **Exhibit A** attached hereto and made a part hereof. The LESSOR makes no warranty, representation or undertaking, express or implied, as to the condition of the leased Premises for the proposed use and the LESSEE, at its sole cost and expense, hereby agrees to put said Premises in such condition for its proposed use. The Premises is leased as it currently exists in an **AS IS** condition and the LESSEE, who has inspected the Premises prior to entering into this Agreement, accepts the Premises as is. The LESSEE shall have the right during the term of this Lease and any renewal terms hereof, to connect its communications facility to the LESSOR's replacement generator to be located on the Property in accordance with the terms of this Lease related thereto.

1.2 A description of the communications antennas, conduits, frequencies and equipment to be used on the Premises by LESSEE is set forth in **Exhibit B** ("**LESSEE Facilities and Frequencies**"), attached hereto and made a part hereof. The engineering drawings for the Tower prepared by Clough, Harbour & Associates are attached hereto as **Exhibit C**, which drawings shall be replaced in the future with LESSOR approved construction or as-built drawings. Photo simulations of the Tower are attached hereto as **Exhibit D**. LESSEE shall not at any time construct or install any additional antennas or equipment or make any improvements, alterations or modifications to the Premises without the prior written consent of the LESSOR, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the LESSEE acknowledges that the appearance of the Tower and its compatibility with the surrounding areas is a significant and major concern of the LESSOR and that the LESSOR shall have the sole and exclusive discretion to approve or deny a request for the installation of additional equipment and/or antennas, based solely on aesthetics. In no event shall the LESSEE be permitted to make changes or modifications which: (i) expand or materially change or alter the

LESSEE's use of the Premises; (ii) are installed outside of the boundaries of the Premises as depicted on **Exhibit B**; or (iii) may otherwise adversely affect the structure or appearance of the Premises. Whenever the LESSEE desires to make alterations, improvements, modifications, additions or other changes to the equipment or antennae designated on **Exhibit B**, then the LESSEE prior to making said changes shall provide the LESSOR with plans and specifications which fully describe the equipment and/or antennae to be installed. The plans and specifications shall include, but not be limited to, the name of the manufacturer(s), model numbers, serial numbers, safety requirements, dimensions, weight, frequencies, and the location of the proposed installation(s) on the Premises. The plans and specifications shall be reviewed by the LESSOR and approved prior to the commencement of any proposed changes or improvements. The LESSOR's approval will not be unreasonably withheld, conditioned or delayed. After LESSOR's approval of the plans and specifications, an updated **Exhibit B** to this Agreement shall be prepared by LESSEE and signed by both the LESSOR and the LESSEE.

1.3 The LESSOR approved site plan and landscaping drawings depicting the location of the Tower, the fencing and landscaping to be installed by LESSEE, the antennas located thereon and the equipment shelters located within the Land Space is attached hereto as **Exhibit E**. LESSEE shall install and maintain (and replace when necessary) a security fence surrounding the Tower compound and allow access by LESSEE and LESSOR and their agents, employees and contractors.

1.4 In the event any public utility is unable to use the Right of Way, LESSOR hereby agrees to grant an additional right-of-way either to LESSEE or to the public utility at no cost to LESSEE. LESSEE shall obtain and install a separate electrical meter at the Premises for the measurement of electrical power used by LESSEE's operations and for the exterior lighting of LESSEE'S equipment shelter. LESSEE is responsible for paying the costs of such electrical usage directly to the local utility provider. If it is determined that LESSEE has consumed electrical service or other utilities which are in addition to those metered by LESSOR's separate meter, LESSOR shall have the right to invoice LESSEE for any such charges, which shall be in addition to the Rent and other payments required to be made by LESSEE under this Agreement. LESSOR shall not be liable for any interruption or stoppage of electrical service to the Premises or for any damage to persons or property resulting from that interruption or stoppage, unless caused by the negligence or willful misconduct of LESSOR, its employees, servants or agents.

1.5 LESSEE shall comply with all reasonable security procedures established by LESSOR to prevent unauthorized access by third parties to the Premises, provided said procedures do not interfere with LESSEE's 24-hours, 7-days a week access to the Premises. LESSOR reserves the right to enter the Premises at any time. LESSEE shall use the Premises in a manner which will not unreasonably disturb the occupancy and operations of the LESSOR.

1.6 Any additional antennas, reception or transmission dishes, or other similar receiving or transmitting devices proposed for attachment to the Tower shall require LESSOR review and approval in the same manner the Tower was originally approved together with any additional regulations that have been adopted since that approval. The intent of this requirement is to ensure that the structural integrity, visual aesthetics, and land use compatibility of communication towers upon which additional antennas, communication dishes, etc., are to be installed. All antennas, reception or transmission dishes, or other similar receiving or transmitting devices proposed for attachment to the Tower shall be subject to all approvals required under all applicable governmental laws, codes and ordinances. The Town of Lake Park is leasing the Premises to LESSEE in its proprietary capacity, however, nothing in this Agreement shall be construed to prohibit or in any way restrict the Town of Lake Park, in its capacity as a local government, from enforcing any and all applicable laws within the Town of Lake Park relating to the maintenance, construction and use of the communications facility being operated within the Premises.

1.7 The request for the LESSOR's approval to install additional antennas, dishes or other similar equipment shall include a certification from an engineer registered by the State of Florida, which states that the additional proposed devices to be installed will not adversely impact the structural integrity of the Tower. In the event that the structural analysis indicates that the Tower cannot support the addition of the Alterations proposed to be performed, the Alterations shall not be permitted unless LESSOR and LESSEE can agree to structural modifications to the Tower which would enable the Tower to support the Alterations. In the event the parties agree on the structural modifications, the party requesting the Alterations shall perform all modifications to the Tower required to support said Alterations, all at such party's sole cost and expense. A visual impact analysis of the proposed additional equipment on all properties within a 3,000 foot radius of the Tower, including but not limited to, an aerial photograph with a scale of not more than 1"= 300', indicating all adjacent land uses within a radius of 3,000 feet from all property lines of the Tower, a line of site analysis, and other such information as may be required by the LESSOR must also be included as part of any application to install one or more additional communication devices to the Tower. The proposed shared use (collocation) of the Tower will be evaluated taking into consideration, but not limited to, the following factors: the structural capacity of the Tower, any radio frequency interference, the geographic service area requirements, the difficulty, ability or inability to locate the proposed equipment on the Tower, the mechanical and/or electrical compatibilities, the compliance of the Tower with LESSOR's current setback, separation and location requirements, the availability of additional ground space for the location of additional equipment shelters, the costs of sharing the Tower space versus costs of constructing a new tower, any restrictions or limitations of the Federal Communications Commission and/or the Federal Aviation Administration, and any other factors the LESSOR deems relevant, necessary or appropriate to fully review and evaluate the potential impacts of the proposed alterations. Antennas, dishes, and other devices and supporting electrical equipment, conduits, and wiring shall be of a neutral color that is identical to or closely compatible with the color of the Tower to minimize the visual impacts on the surrounding development. Additional antennae and related equipment may not extend above the height of the Tower.

1.8 LESSEE shall be responsible for all construction, development, of the Tower and LESSEE's equipment, but shall be entitled to recover its pro-rata share of such costs pursuant to Paragraphs 2.4 and 2.5 herein. LESSEE shall be responsible for the maintenance, repair and insurance costs associated with LESSEE's leasehold interests only. LESSEE shall remove the existing tower, antennas, and related equipment of the LESSOR located adjacent to the building on the Property and as shown on **Exhibit A**. LESSEE shall turn over the removed antennas and related equipment to the LESSOR which the LESSOR may relocate on another tower with the LESSEE to reimburse the LESSOR for the antenna relocation costs in an amount not to exceed \$7,500.00. The scheduling of the removal of the LESSOR's existing tower and equipment and the relocation (by LESSOR's contactors) of said equipment to the new tower shall be coordinated by and between the LESSEE, the LESSOR and the LESSOR's contractors. The LESSEE shall bear the costs of constructing of the Tower which shall be capable of accommodating a minimum of three (3) FCC licensed wireless telecommunication providers of equal load to what LESSEE proposes to installs on the Tower. Ownership of the Tower will be transferred from the LESSEE to the LESSOR by Bill of Sale in the form attached hereto as **Exhibit F**, upon occupancy by the LESSEE, and receipt of certificate of occupancy by the LESSOR. LESSOR grants the LESSEE the right to recover the costs associated with LESSEE's development, construction, and maintenance of the Tower and Common Elements (including, but not limited to, the generator upgrade costs in paragraph 2.3) as indicated in Section 2.4 and 2.5. This recoverable amount shall be allocated equally among all future third party licensees or lessees and shall be paid directly to LESSEE by the future third party licensee(s) or lessees collocating on the Tower as a Capital Contribution Reimbursement, which shall be due and payable at the time the third party licensee or lessee commences construction of its improvements on the Tower.

1.9 In compliance with Florida Statutes 713.10, LESSEE covenants and agrees that nothing contained in this Agreement shall be construed as a consent on the part of LESSOR to subject the estate of LESSOR to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the LESSOR's estate shall not be subject to such liability. LESSEE will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by LESSOR, and will indemnify LESSOR against losses arising out of any such claim including without limitation, legal fees and court costs. NOTICE IS HEREBY GIVE THAT LESSOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER THE LESSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF THE LESSOR IN THE PREMISES. LESSEE WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR OR SUBCONTRACTOR ENGAGED BY LESSEE AND PROVIDING LABOR, SERVICES OR MATERIAL TO THE LEASED PREMISES.

2. RENT AND TERM.

2.1 This Agreement shall be effective as of the date of execution by both parties, provided, however, that the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined). The Agreement shall commence within thirty (30) days after final execution of this Agreement or upon the issuance of a building permit for the Tower by the LESSOR, whichever occurs last (the "**Commencement Date**"). Rent for the first year in the amount of \$21,900.00, based upon monthly rent of \$1825.00 ("**Rent**"), shall be paid on or before the Commencement Date.. Thereafter, the LESSEE will pay Rent annually in advance on each anniversary of the Commencement Date. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter, including during all applicable extension terms of this Agreement, annual Rent shall increase by an amount equal to four percent (4%) of the previous year's annual Rent.

2.2 If LESSEE fails to make any payment of Rent within fifteen (15) days after receipt of written notice from LESSOR of such failure, then LESSEE shall pay a late charge in an amount equal to five percent (5%) of the amount of Rent then due. The late charge will be paid to LESSOR within thirty (30) days after demand by LESSOR. In addition, interest at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date the payment is received by LESSOR. LESSEE and LESSOR agree that the late charge is a reasonable estimate of the extra administrative expenses incurred by LESSOR in handling the delinquency. Any and all sums of money or charges required to be paid by LESSEE under this Agreement other than the Rent shall be considered "Additional Rent" whether or not the same is so specifically designated and LESSOR shall have the same rights to enforce due and timely payment by LESSEE of all Additional Rent as are available to LESSOR relating to Rent.

2.3 On or before the Commencement Date, the LESSEE shall pay LESSOR a one-time financial capital contribution of Forty Thousand Dollars (\$40,000.00), which funds shall be used by the LESSOR for the purchase and installation of a new 100kw (or larger) back-up generator to be located on the Property, which will replace the existing generator of the LESSOR, and will be capable of powering the LESSOR's property and equipment, the LESSEE's communications facilities, and those of any third party co-locator on the Tower. The LESSEE shall install a separate demand meter to measure the LESSEE's generator use. LESSOR will be responsible for reading said demand meter and submitting a bill to LESSEE as Additional Rent. LESSEE's electrical usage fees shall based upon the prevailing rate being charged by the local electrical utility company for that period. In addition, on or before the

Commencement Date, the LESSEE shall reimburse the LESSOR for actual legal and professional consulting fees and costs incurred by the LESSOR in negotiating and consummating this Agreement, which shall be considered as costs associated with LESSEE's development and is a recoverable amount to be allocated equally among all future third party licensees or lessees. LESSOR shall provide LESSEE with documentation of all reimbursable fees and costs upon request.

2.4 LESSEE shall have the exclusive right to collect a pro-rata share of the development costs of the Common Elements of the Tower from any third party user. "Development Costs" shall mean all costs associated with the development of the common elements of the Tower. "Common Elements" of the Tower shall include, but not be limited to, the back-up generator and fuel source, the ground ring, pad/foundation, fencing/enclosure, tower, landscaping, site preparation costs (i.e. engineering, surveying, environmental and other fees and costs for legal, professional and other services) required for the development of the Common Elements of the Tower escalated at an annual rate equal to the rate of escalation for the Agreement. Development Costs shall not include the costs associated with the installation of the equipment, improvements, fixtures, dishes, lights, switches, batteries, grids, antenna(s), lines, accessories, appurtenances, or services necessary for the exclusive use by LESSEE, its affiliates or assignees. Upon the completion of construction on the Premises, Lessee will provide Lessor with the final dollar amount for all Development Costs to be reimbursed by third party users. The Development Cost reimbursement will be divided equally among all third party users. All agreements entered into between third party users and Lessor, must include this reimbursement amount in the agreement, to be paid in full to Lessee prior to commencement of any construction on the Premises.

2.5 In addition, LESSEE shall have the exclusive right to collect a pro-rata share of the maintenance costs of the Common Elements of the Tower from any third party user. "Maintenance Costs" shall mean all costs associated with the maintenance, repair, upkeep and replacement of the Common Elements of the Tower. All third party users who are authorized by LESSOR, by written or oral agreement, to use or occupy the Common Elements shall pay to LESSEE, their pro-rata share of any costs of maintenance, repair and replacement of the Common Elements which are incurred over the entire term of their agreement with LESSOR, in accordance with itemization of such costs provided by LESSEE. LESSEE may invoice each subsequent third party user for its pro-rata share of the Maintenance Costs at reasonable periods, but not less than once annually.

3. TERM EXTENSIONS.

LESSEE shall have the right to extend this Agreement for three (3) additional five (5) year terms. This Agreement will automatically renew for each successive renewal term unless LESSEE notifies LESSOR in writing of its intention not to renew at least ninety (90) days prior to the expiration of the then existing 5-year term.

4. USE; GOVERNMENTAL APPROVALS; ALTERATIONS AND MAINTENANCE.

4.1 LESSEE shall be permitted to use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment and conduits installed by LESSEE after the Commencement Date shall be at LESSEE's sole expense and the installation of all improvements shall subject to the review and approval by the LESSOR. At any time during the term of this Agreement, LESSEE shall have the right to replace, repair, add to or otherwise modify the Existing LESSEE Facilities or any portion thereof and the frequencies over which the equipment operates, provided that any and all proposed replacements, repairs, and/or modifications presented to the LESSOR for prior written approval and are reviewed and approved under

the terms of this Agreement and, LESSEE complies with all applicable governmental laws, codes and ordinances. It is understood and agreed that LESSEE's ability to continue to use the Premises is contingent upon its obtaining (or maintaining, as applicable) after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any applicable Federal, State or Local authorities which will permit LESSEE's use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that the Premises is no longer technically compatible for its use, or (iv) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All Rentals paid (including prepaid Rent) to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of Rent to LESSOR, except if LESSEE is holding over or is otherwise in breach of this Agreement.

4.2 LESSEE will maintain, at its sole cost and expense, the LESSEE facilities located within the Premises in good condition, reasonable wear and tear and damage caused by casualty excepted. All work to be performed on the Premises must be performed by duly licensed contractors specializing in such work, shall be performed in a good and workmanlike manner, shall be prosecuted to completion and shall be performed in accordance with all applicable governmental laws, codes and ordinances. LESSEE acknowledges that all work performed by or on behalf of LESSEE is performed and accomplished solely for the benefit and convenience of LESSEE and not for the benefit of LESSOR. In connection with any work performed by or for LESSEE on the Premises, LESSEE shall ensure that all persons or entities performing such work or providing materials relating to such work, including without limitation, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

4.3 Any damage caused to the Property due to the acts or omissions of LESSEE, its agents, employees or contractors, or any damage caused by the installation, repair, maintenance and operation of the communications facilities within the Premises, shall be repaired at no cost to LESSOR; provided, however, the repair any such damage caused solely by LESSOR, its agents, employees or contractors or caused by the installation, repair, maintenance or operation of LESSOR's facilities located within the Property (including the facilities located within Premises), shall be at the sole cost and expense of LESSOR. If LESSEE fails to perform its obligations under this Paragraph, and such failure continues beyond the notice and cure period set forth in Section 20 of this Agreement, LESSOR may perform the maintenance or repair at LESSEE's expense. LESSEE will reimburse LESSOR within thirty (30) days after receipt of an invoice from LESSOR for the reasonable cost of such maintenance or repair.

4.4 LESSEE accepts the Premises in its "AS IS" condition as of the execution date this Agreement, together with all defects, patent or latent, if any, and subject to all easements, encumbrances, restrictions and matters of record as of the effective date of the Original Lease. LESSEE further acknowledges that LESSOR has made no warranties or representations of any nature whatsoever regarding the condition of the Premises or the Property, or the suitability thereof for LESSEE's use thereof.

4.5 LESSEE, subject to the terms and conditions of this Agreement, shall have the right to use that portion of the Tower extending from seventy five (75') feet to eighty five (85') feet (the "Reserved Tower Space") for the purpose of installing, maintaining and operating its communications equipment. Under no circumstances shall LESSOR assign, lease, license, sublease or otherwise transfer its right to use the Reserved Tower Space or any portion thereof to any third party, however, LESSEE shall have the right to assign its rights as indicated in Paragraph 14 of this Agreement. Scheduling of any and all work on the Tower will be coordinated with LESSOR. Any future maintenance necessitating access by LESSEE to the Tower must be coordinated with LESSOR within a reasonable time not less than seventy-two (72) hours prior to work being done, except that such coordination period shall be reduced accordingly based on emergency circumstances. All of LESSEE's antennas and equipment mounted on the Tower must be attached securely to the Tower with approved mounts, hangers, and clamps. Any inspection or approval given or done by LESSOR pursuant to this Agreement is solely for its own benefit. LESSOR shall have no liability or responsibility to LESSEE or any third party as a result of any inspection or approval given by LESSOR and LESSEE should not rely upon the same other than for the specific purposes set forth herein. All of LESSEE's antennas and equipment on the Tower must be kept and maintained by LESSEE at all times, at its expense, in a good state of repair and maintenance and in compliance with all applicable governmental laws, codes and ordinances. Under this Agreement, LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's antennas and equipment. .

4.6 It is further understood and agreed by LESSEE that LESSOR must approve of all contractors and personnel chosen by LESSEE to install, maintain and operate LESSEE's antennas and equipment on the Tower, and that LESSEE's maintenance and operation of its antennas and equipment will in no way damage or interfere with the use of the Premises by LESSOR and/or any third party collocated. LESSOR's approval of such contractors and personnel shall not be unreasonably withheld, delayed or conditioned.

5. INDEMNIFICATION.

5.1 To the fullest extent permitted by laws and regulations, LESSEE shall indemnify, defend, save and hold harmless, LESSOR, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the use and/or occupancy of the Premises and the Property by LESSEE or any of its subcontractors, agents, officers, employees or independent contractors. LESSEE shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). LESSOR reserves the right to reasonably approve of the legal counsel selected by LESSEE to conduct any defense in any such proceedings, and all costs and fees associated therewith shall be the responsibility of LESSEE. Nothing contained herein is intended nor shall it be construed to waive LESSOR's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time. Notwithstanding anything contained herein, LESSEE is not responsible under this Paragraph for any claims, damages, losses, liabilities and expenses, pertaining to or arising out of the sole acts or omissions of LESSOR or any of its employees, agents or contractors.

5.2 The LESSEE's obligation to indemnify, defend, and pay for the defense, or at the LESSOR's option, to participate and associate with the LESSOR in the defense and trial of any claim and related settlement negotiations, shall be triggered by the LESSOR's notice of claim for indemnification to LESSEE. LESSEE's inability to evaluate liability or its evaluation of liability, shall not excuse the LESSEE's duty to defend and indemnify within 7 days after such notice is given by the LESSOR by registered mail. Only an adjudication or judgment after the highest appeal is exhausted, specifically

finding the LESSOR solely negligent, shall excuse performance of this provision by LESSEE. LESSEE shall pay all costs and fees related to this obligation and its enforcement by the LESSOR. The LESSOR's failure to notify the LESSEE of a claim shall not release the LESSEE of the above duty to defend and indemnify.

5.3 Except for liability resulting from or arising out of the acts or omissions of LESSOR or any of its employees, agents or contractors, LESSOR will not be liable for the following: (i) loss of or damage to LESSEE's property located in or on the Premises or the Property, by theft or otherwise; (ii) injury or damage to persons or property or the Premises resulting from fire, explosion, gas, electricity, water, rain, hurricanes, or leaks from any part of the Premises or from the pipes, appliances or plumbing works, street or subsurface or from any other place or by dampness; (iii) injury or damage caused by other tenants of the Property or any person on the Property, by occupants of property adjacent to the Property, by the general public, or by the construction of any private, public or quasi-public work; or (iv) any loss or damage due to imperfect or unsatisfactory communications experienced by LESSEE for any reason whatsoever, unless such imperfect or unsatisfactory communications results from the operation of LESSOR's antennas and equipment operated on the Tower or elsewhere on the Property.

6. INSURANCE.

6.1 During the entire term of this Agreement, LESSEE shall secure and maintain, at its own expense, a policy or policies of insurance, which must include the following coverage's and minimum limits of liability:

- (a) Workers Compensation and Employer's Liability Insurance for all employees of LESSEE engaged to work under this Agreement in accordance with the laws of the State of Florida.
- (b) Commercial General Liability Insurance with the following minimum limits of liability:
\$3,000,000 Combined Single Limits, Bodily Injury and Property Damage Liability Per Occurrence. Said coverage shall specifically include the following:
 - (1) Premise and Operations;
 - (2) Independent Contractors;
 - (3) Products and Completed Operations;
 - (4) Broad Form Property Damage;
 - (5) Broad Form Contractual Coverage applicable to this Agreement; and
 - (6) Personal Injury.
- (c) Comprehensive Automobile Liability Insurance for owned and hired automobiles and other vehicles used by LESSEE in the performance of work under this Agreement and with the following minimum limits of liability:
\$1,000,000 Combined Single Limits, Bodily Injury and Property damage liability per occurrence.

6.2 Notwithstanding the foregoing, the coverage amounts required above can be met by combination of underlying and umbrella policies. ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF LAKE PARK IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE LESSEE UNDER THIS AGREEMENT. LESSEE shall provide thirty (30) days written notice of cancellation or non-renewal (ten (10) days for non-payment of premium). The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do

business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ or above.

6.3 LESSEE will deliver to LESSOR, no later than fifteen (15) days after the Commencement Date, certificates of insurance evidencing the coverage's required under this Agreement.

6.4 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the LESSOR with the express intention of the parties being that the required coverage's protect both parties as the primary insurance for any and all losses covered by the above described insurance. LESSEE by entering into this Agreement, agrees to a waiver of subrogation for each required policy of insurance, provided however, that the LESSOR acknowledges and agrees that the LESSEE does not agree to a waiver of subrogation for incidents that arise from the acts or omission of the LESSOR or its agents, employees, or contractors. The provisions of this Paragraph shall survive the termination or earlier expiration of this Agreement.

7. ANNUAL TERMINATION.

Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond the applicable notice and cure periods, and shall have paid all Rents and sums then due and payable to LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon each annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR. In the event LESSEE exercises such right of termination, then LESSEE shall pay LESSOR an annual termination fee equal to one year's annual Rent at the then current rate, which shall be in addition to any prepaid Rent for the then current term and any Rent due and owing under this Agreement as of the date of termination.

8. INTERFERENCE.

8.1 LESSEE shall only install antennas and equipment of the type and frequency which will not cause material interference which is measurable in accordance with then-existing industry standards. In the event of such interference and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE'S option, powering down such equipment and later powering up such equipment for intermittent testing. If LESSEE is unable to cure such interference within seventy-two (72) hours after receipt of notice from LESSOR, LESSEE agrees to temporarily discontinue use of LESSEE'S Facilities or portion thereof causing the interference and/or to power down the interfering equipment until such time as LESSEE is able to cure the interference; provided, however, prior to curing such interference, LESSEE shall be able to intermittently continue use of the interfering equipment solely for the purpose of testing whether the interference has been cured.

8.2 In the event a dispute arises between LESSOR and LESSEE over the source of continuing interference under this Paragraph, LESSOR and LESSEE agree to mutually select an independent consultant ("**Independent Consultant**") with expertise in electronic telecommunications to determine the source of the interference. The Independent Consultant's determination will be conclusive. If the Independent Consultant determines that the LESSEE'S Facilities are the source of the interference, LESSEE will pay all of the fees and expenses of the Independent Consultant and LESSEE will cease all operations until the interference is resolved. If the Independent Consultant determines that the LESSEE'S Facilities are not the cause of the interference, the fees for the Independent Consultant shall be shared equally by LESSOR and LESSEE or the third party determined to have caused the interference as required by an agreement between the LESSEE and the third party user.

9. REMOVAL AT END OF TERM.

9.1 LESSEE shall, upon expiration of the term of this Agreement, or within sixty (60) days after any earlier termination of this Agreement, remove its building(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the term of this Agreement, whether or not said items are considered fixtures and attachments to real property under applicable governmental laws, codes and ordinances. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay Rent at the then existing rate (prorated on a per diem basis), or as otherwise indicated in Paragraph 27 of this Agreement, until such time as the removal of its equipment, fixtures and all personal property are completed. If LESSEE fails to remove its equipment, fixtures and all personal property within the sixty (60) day period, LESSOR shall have the right, upon notification to LESSEE, to remove and store or dispose of such equipment, fixtures and personal property at the sole cost of LESSEE, and LESSEE shall be subject to all fees, charges and costs associated therewith, including all reasonable attorney's fees incurred in connection with the removal and storage or disposal of such equipment, fixtures and personal property.

10. QUIET ENJOYMENT.

LESSOR covenants that LESSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

11. TITLE.

LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the term of this Agreement that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the term of this Agreement that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above. The representations and warranties of title, ownership and quiet enjoyment set forth in Paragraphs 10 and 11 of this Agreement are material terms of this Agreement and are made by LESSOR specifically to induce LESSEE to enter into this Agreement; and LESSOR understands and intends that LESSEE shall rely upon them.

12. INTEGRATION.

It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

13. GOVERNING LAW.

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this Agreement shall be in Palm Beach County, Florida.

14. ASSIGNMENT.

This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, conditioned or delayed. Subleasing by the LESSEE of any rights, title or interest acquired by virtue of this Agreement is strictly prohibited, and shall constitute a material breach of this Agreement which shall allow the LESSOR to immediately terminate the Agreement notwithstanding any notice and cure periods provided herein

15. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The Town of Lake Park, Florida
 Attention: Town Manager
 535 Park Avenue
 Lake Park, Florida, 33458

 With a copy to: Town Attorney
 c/o Baird & Roselli
 11891 U.S. Highway One, Suite 100
 North Palm Beach, Florida 33408

LESSEE: Sprint Nextel Property Services
 6125 Lakeview Road, Suite 100
 Charlotte, NC 28269

With a copy to: Sprint Nextel Law Department
 Attention: Real Estate Attorney
 6391 Sprint Parkway
 Mailstop: KSOPHT0101-Z2020
 Overland Park, KS 66251-2020

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

16. SUCCESSORS.

This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

17. RECORDING.

Neither this Agreement nor any Memorandum of this Agreement shall be recorded in the Public Records of any governmental entity.

18. DEFAULT.

18.1 The following will be events of default by LESSEE under this Lease:

- (a) Failure to pay when due any installment of Rent or any other payment required pursuant to this Lease;
- (b) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all or substantially all of the assets of LESSEE; the foregoing shall also apply to all Guarantors;
- (c) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by LESSEE or any Guarantor;
- (d) Any act which results in a lien being filed against the Leased Premises;
- (e) The liquidation, termination or dissolution of LESSEE or any Guarantor, or if LESSEE or any Guarantor is a natural person, the death of LESSEE or such Guarantor;
- (f) Failure to cure any non-monetary provision of this Lease within 30 days after written notice thereof to LESSEE.

18.2 In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. If LESSEE has created or becomes a nuisance or an unreasonable obstruction to the operation of the LESSOR's Public Works Facility, the LESSOR, after giving the LESSEE 72 hours advance notice to LESSEE to abate or remediate the nuisance, may initiate legal action to enjoin the nuisance, to recover damages caused by the nuisance, and seek all other legal and equitable relief to which the LESSOR is entitled.

18.3 In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

19. REMEDIES.

19.1 In the event of any default hereunder by LESSEE, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, the LESSOR shall have the following rights and remedies, which are cumulative and not alternative:

a) LESSOR may terminate this Lease by notice to LESSEE and retake possession of the Leased Premises for LESSOR's account. LESSEE shall then quit and surrender the leased Premises to LESSOR. LESSEE's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the expiration of the then current 5 year term. If LESSOR so elects, Rent shall be accelerated and LESSEE shall pay LESSOR damages in the amount of any and all sums that would have been due for the remainder of the then current 5 year term as an agreed upon amount of liquidated damages.

b) LESSOR may enter the Premises as agent of the LESSEE to take possession of any property of the LESSEE on the leased Premises, to store such property at the expense and risk of the LESSEE or to sell or otherwise dispose of such property in such manner as toe LESSOR may see fit without notice to the LESSEE. Re-entry and removal may be effected by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. LESSOR shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with law.

c) Governmental Action, then the Base Rent and ad valorem taxes otherwise payable by LESSEE, shall, in each such case, be equitably reduced from the date possession is surrendered by LESSEE to the condemning or other authority. If LESSEE exercises the right herein granted to terminate, LESSEE shall be permitted a period of thirty (30) days following the giving of notice of termination by it in which to vacate the Premises.

19.2 Upon a default, the non-defaulting party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefore. In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting may have by reason of such default, the non-defaulting party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the laws or judicial decisions of the state of Florida, provided, however, each party shall use reasonable efforts to mitigate its damages in connection with a default.

20. ENVIRONMENTAL.

20.1 As of the effective date of this Agreement: (1) LESSOR hereby represents and warrants that it shall not knowingly use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of LESSOR, and LESSOR has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law.

20.2 Both Parties should covenant that they will conduct their respective operations so as to comport with all Environmental Laws. If either Party ever has knowledge of the presence in or upon the Property of Hazardous Materials in violation of any Environmental Laws, then said Party must promptly notify the other Party within 24 hours of the nature of the release and comply with all applicable laws rules and regulations to the extent provided by law.

20.3 "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

20.4 "**Environmental Law**" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment. Both Parties should covenant that they will conduct their respective operations so as to comport with all Environmental Laws.

20.5 LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific negligent and or willful misconduct activities of LESSEE in and upon the Premises.

21. CASUALTY.

In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other

casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon thirty (30) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

22. CONDEMNATION.

In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest.) Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the LESSOR under this Agreement.

23. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

24. APPLICABLE LAWS

During the term of this Agreement, LESSOR shall maintain the Property in compliance with all applicable governmental laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in and upon the Premises.

25. SURVIVAL.

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The provisions of this Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

26. CAPTIONS.

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

27. HOLDOVER.

LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 9 herein, unless the parties are negotiating a new lease or lease extension in good faith. In the event that the parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 9 and this Paragraph 27, then the Rent then in effect payable from and after the time of the expiration of the Lease or earlier removal period set forth in Paragraph 9 shall be increased to one hundred and fifty percent (150%) of the Rent applicable during the month immediately preceding such expiration or earlier termination.

28. TAXES.

LESSEE shall be responsible for the payment of all personal property taxes, charges and assessments levied, charged, or assessed by a governmental authority and which are directly attributable to LESSEE's equipment and personal property located on the Property.

29. ATTORNEY'S FEES.

It is the understanding of the Parties that if legal action is required to enforce this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

30. ACCORD AND SATISFACTION.

In the event LESSEE pays an amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed to be an accord and satisfaction. LESSOR may accept any check or payment without prejudice to LESSOR's right to recover the balance due or to pursue any other remedy available to LESSOR pursuant to this Agreement or under the law.

31. **FORCE MAJEURE.**

Any party delayed by a Force Majeure Event, as defined herein, in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Agreement. "Force Majeure Event" shall mean any act of God, fire, flood, earthquake, explosion, hurricane, riot, sabotage, terrorist attack, windstorm, failure of utility service, or labor dispute.

32. **RADON GAS.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. This notice is provided pursuant to Section 404.056 of the Florida Statutes.

33. **SAFETY CERTIFICATIONS.**

On each of the following occasions, LESSEE will provide the LESSOR with a certification from a qualified independent third party acceptable to the LESSOR ("**Safety Certification**"): (i) prior to commencing installation of the equipment and LESSEE's Facilities; (ii) within sixty (60) days after commencing operation of the LESSEE's Facilities; and (iii) at any subsequent time that LESSEE makes material alterations to the LESSEE's Facilities that affect in any manner the equipment, LESSEE's Facilities or radio frequency transmissions from the equipment or the LESSEE's Facilities. Each Safety Certification must verify that: (i) the LESSEE's Facilities does not generate radio frequency emissions at a level that could cause persons in uncontrolled areas to be exposed to radiation in excess of the Maximum Permissible Exposure levels established by FCC regulations; (ii) the LESSEE's Facilities does not generate radio frequency emissions at a level that could cause persons who enter controlled space, as defined by FCC regulations, to be exposed to radiation in excess of the Maximum Permissible Exposure levels established by the FCC for occupational exposure. If the Safety Certification does not provide the verifications described herein, then LESSOR may terminate this Agreement effective upon written notice to LESSEE.

34. **LIST OF LEASE AGREEMENT EXHIBITS (ALL OF WHICH ARE INCORPORATED HEREIN AND MADE A PART HEREOF):**

- EXHIBIT A- Survey, site sketch with legal descriptions.**
- EXHIBIT B- LESSEE's Facilities and Frequencies**
- EXHIBIT C- Engineering Drawings**
- EXHIBIT D- Photo simulations of tower**
- EXHIBIT E- LESSOR Approved Site Plan**
- EXHIBIT F- Bill of Sale (Form)**

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

WITNESS

Name: _____

Name: _____

WITNESS

Amy Sully
Name: Sherry Sukow

Lane Holman
Name: Lane Holman

LESSOR:

Town of Lake Park, Florida, a municipal corporation

BY: _____

Name: Paul Castro
Title: Mayor

Date: _____

LESSEE:

Nextel South Corp, a Georgia corporation

BY: David

Name: David Wong
Title: Area Manager, Site Development

Date: 12/11/06

NEXTEL LEASE PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 47, KELSEY CITY AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 20°55'38" W FOR 721.95 FEET; THENCE S 69°04'22" W FOR 130.00 FEET TO THE NORTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 11975, PAGE 1812 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" TRACT (PALM BEACH COUNTY PROPERTY APPRAISER TAX PARCEL NUMBER 36-43-42-20-00-000-7190), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S 69°04'22" W ALONG THE NORTHERLY LINE OF SAID "TOWN OF LAKE PARK" PARCEL AND ALONG THE SOUTHERLY LINE OF SAID "TOWN OF LAKE PARK TRACT" FOR 91.75 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY EXTERIOR FACE OF AN EXISTING TWO STORY STUCCO BUILDING; THENCE N 21°36'07" W ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID WESTERLY EXTERIOR FACE FOR 47.19 FEET TO A POINT THAT IS S 21°36'07" E, A DISTANCE OF 5.00 FEET FROM THE NORTHWESTERLY EXTERIOR CORNER OF SAID BUILDING AND THE POINT OF BEGINNING; THENCE S 68°23'53" W FOR 9.59 FEET; THENCE N 21°36'07" W FOR 15.00 FEET; THENCE N 68°23'53" E FOR 3.50 FEET; THENCE N 21°36'07" W FOR 4.00 FEET THENCE N 68°23'53" E FOR 29.50 FEET THENCE S 21°36'07" E FOR 14.00 FEET TO AN INTERSECTION WITH THE NORTHERLY EXTERIOR FACE OF SAID BUILDING; THENCE S 68°23'53" W ALONG SAID NORTHERLY EXTERIOR FACE FOR 23.41 FEET TO SAID NORTHWESTERLY EXTERIOR CORNER; THENCE S 21°36'07" E ALONG SAID WESTERLY EXTERIOR FACE FOR 5.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 496 SQUARE FEET MORE OR LESS.

20' WIDE INGRESS AND EGRESS EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 47, KELSEY CITY AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 27 OF THE PUBLIC

RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 20°55'38" W FOR 721.95 FEET; THENCE S 69°04'22" W FOR 130.00 FEET TO THE NORTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 11975, PAGE 1812 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" TRACT (PALM BEACH COUNTY PROPERTY APPRAISER TAX PARCEL NUMBER 36-43-42-20-00-000-7190), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S 69°04'22" W ALONG THE NORTHERLY LINE OF SAID "TOWN OF LAKE PARK" PARCEL AND ALONG THE SOUTHERLY LINE OF SAID "TOWN OF LAKE PARK TRACT" FOR 91.75 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY EXTERIOR FACE OF AN EXISTING TWO STORY STUCCO BUILDING; THENCE N 21°36'07" W ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID WESTERLY EXTERIOR FACE FOR 47.19 FEET TO A POINT THAT IS S 21°36'07" E, A DISTANCE OF 5.00 FEET FROM THE NORTHWESTERLY EXTERIOR CORNER OF SAID BUILDING, SAID POINT BEING ON THE SOUTHERLY SIDE OF A TOWER PARCEL; THENCE S 68°23'53" W ALONG SAID SOUTHERLY SIDE FOR 9.59 FEET TO THE SOUTHWESTERLY CORNER OF SAID TOWER PARCEL; THENCE ALONG THE WESTERLY AND NORTHERLY SIDES OF SAID TOWER PARCEL FOR THE FOLLOWING FOUR (4) DESCRIBED COURSES; (1) N 21°36'07" W FOR 15.00 FEET; (2) N 68°23'53" E FOR 3.50 FEET; (3) N 21°36'07" W FOR 4.00 FEET; (4) N 68°23'53" E FOR 19.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N 21°36'07" W FOR 13.84 FEET; THENCE N 68°23'53" E FOR 79.26 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT OF WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 1,862 SQUARE FEET MORE OR LESS.

5' WIDE UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN 2.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 47, KELSEY CITY AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 20°55'38" W FOR 721.95 FEET; THENCE S 69°04'22" W FOR 130.00 FEET TO THE NORTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 11975, PAGE 1812 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE "TOWN OF LAKE PARK" TRACT (PALM BEACH COUNTY PROPERTY APPRAISER TAX PARCEL NUMBER 36-43-42-20-00-000-7190), SAID

POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S 69°04'22" W ALONG THE NORTHERLY LINE OF SAID "TOWN OF LAKE PARK" PARCEL AND ALONG THE SOUTHERLY LINE OF SAID "TOWN OF LAKE PARK TRACT" FOR 91.75 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY EXTERIOR FACE OF AN EXISTING TWO STORY STUCCO BUILDING; THENCE N 21°36'07" W ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID WESTERLY EXTERIOR FACE FOR 47.19 FEET TO A POINT THAT IS S 21°36'07" E, A DISTANCE OF 5.00 FEET FROM THE NORTHWESTERLY EXTERIOR CORNER OF SAID BUILDING, SAID POINT BEING ON THE SOUTHERLY SIDE OF A TOWER PARCEL; THENCE S 68°23'53" W ALONG SAID SOUTHERLY SIDE FOR 9.59 FEET TO THE SOUTHWESTERLY CORNER OF SAID TOWER PARCEL; THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY SIDES OF SAID TOWER PARCEL FOR THE FOLLOWING FIVE (5) DESCRIBED COURSES; (1) N 21°36'07" W FOR 15.00 FEET; (2) N 68°23'53" E FOR 3.50 FEET; (3) N 21°36'07" W FOR 4.00 FEET; (4) N 68°23'53" E FOR 29.50 FEET FEET; (5) S 21°36'07" E FOR 2.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N 08°23'53" E FOR 69.07 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT OF WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 345 SQUARE FEET MORE OR LESS.

**EXHIBIT B- LESSEE's
Facilities and Frequencies**

Frequencies

800MHz:
TX: 851.0125 to 865.9875
RX: 806.0125 to 820.9875

900MHz:
TX: 935.0125 to 939.9875
RX: 896.0125 to 900.9875

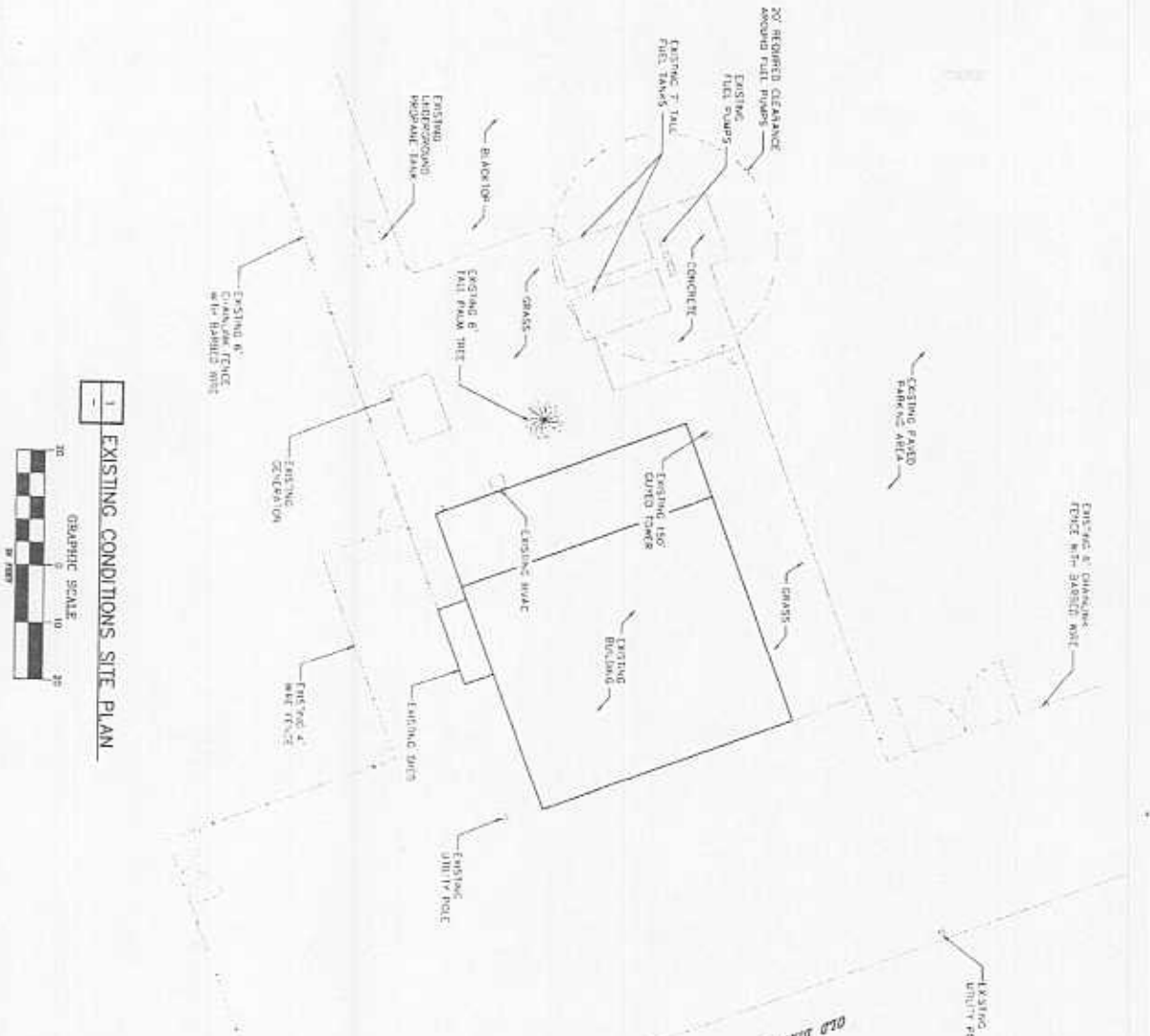
1900 MHz:
TX: 1931.25 to 1940
RX: 1851.25 to 1860

Facilities

Twelve (12) 1-5/8" coaxial cables
24 - 800MHz Quad / 900 MHz Quad / Legacy BTS
(see Exhibits C& E)

EXHIBIT C- Engineering Drawings

(see attached drawings)

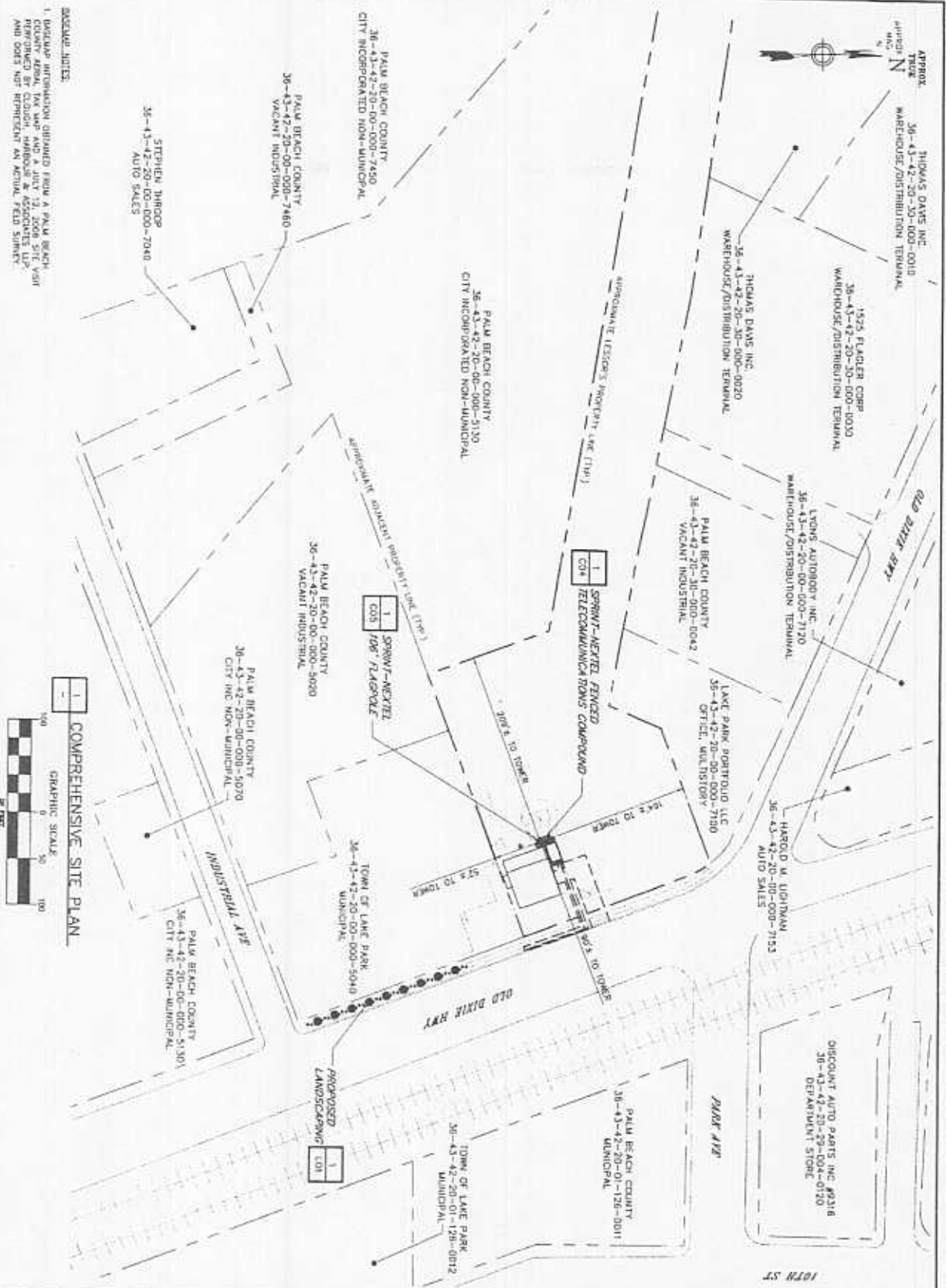


1 EXISTING CONDITIONS SITE PLAN

GRAPHIC SCALE
0 10 20
FEET

REVISIONS:
1. REVISION INFORMATION OBTAINED FROM A PALM BEACH COUNTY PERMITS DEPARTMENT AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.

<p>PREPARED FOR: 5700 N. ANDREWS AVENUE #300 FT. LAUDERDALE, FL 33309 PHONE: (954) 343-8301</p>	<p>1800 - 2008 - 100 1800 - 2008 - 100 Certificate of Administration #20074</p>	<p>10/17/2006 John P. Sabatelli, PE Professional Engineer #12723 1111 S. UNIVERSITY BLVD. SUITE 200 WEST PALM BEACH, FL 33411 TEL: 561-833-8888 WWW.CHACONSULTING.COM</p>	<p>SHEET NO. FL3545C SITE NAME LAKE PARK PUBLIC WORKS 550 OLD DIXIE HIGHWAY LAKE PARK, FL 33403 PALM BEACH COUNTY</p>	<p>SHEET TITLE EXISTING CONDITIONS SITE PLAN</p>	<p>SHEET NUMBER C01</p>
---	---	---	---	--	------------------------------------



DISCLAIMER NOTES:
 1. DATABASE INFORMATION OBTAINED FROM A PALM BEACH COUNTY AERIAL TAX MAP AND A JULY 13, 2006 SITE VISIT CONDUCTED BY CLOON, HANDELMAN & ASSOCIATES LLP. ALL SITES ARE REPRESENTED AS ACTUAL FIELD SITES.



PREPARED FOR:
Sprint
 Together with NEXTEL
 6300
 FT. LAUDERDALE, FL 33350
 PHONE: (954) 345-8100

PREPARED BY:
CHA
 CONSULTING & ARCHITECTURAL
 1000
 W. PALM BEACH BLVD., SUITE 200
 WEST PALM BEACH, FL 33411
 PHONE: (561) 833-1100
 FAX: (561) 833-1101
 WWW.CHAA-FL.COM

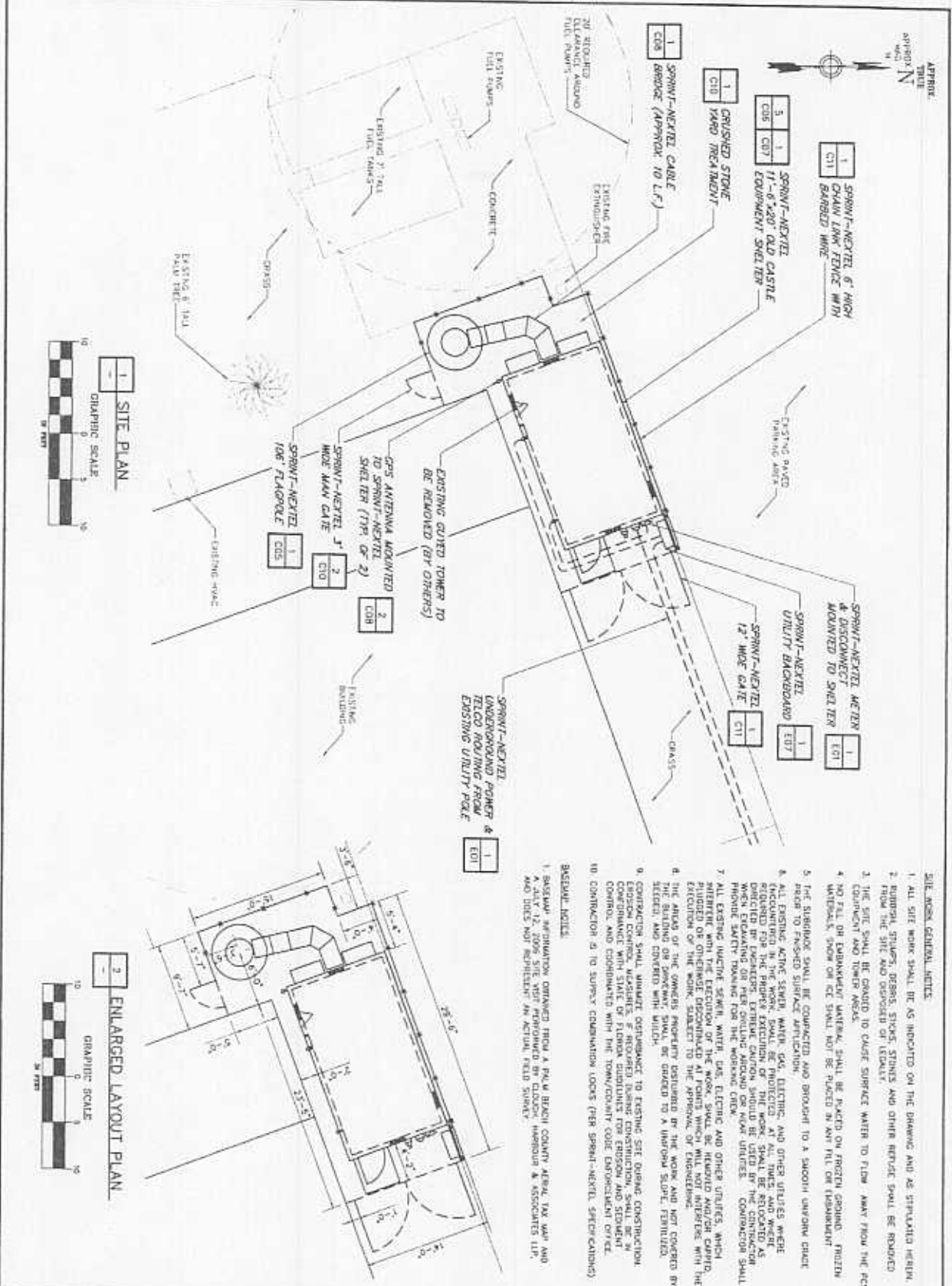
DATE OF SURVEY: 10/17/2006

NO.	DATE	DESCRIPTION	BY
1	10/17/2006	FIELD SURVEY	W. S. SANCHEZ
2	10/17/2006	FIELD SURVEY	W. S. SANCHEZ
3	10/17/2006	FIELD SURVEY	W. S. SANCHEZ

10/17/2006
 W. S. SANCHEZ, REGISTERED ENGINEER #27273
 1100 S. UNIVERSITY AVENUE, SUITE 100
 WEST PALM BEACH, FL 33411
 PHONE: (561) 833-1100
 FAX: (561) 833-1101
 WWW.CHAA-FL.COM

SITE NO:
FL35443C
 SITE NAME:
LAKE PARK PUBLIC WORKS
 SITE ADDRESS:
650 OLD DIXIE HIGHWAY
LAKE PARK, FL
33403
 PALM BEACH COUNTY

SHEET TITLE:
COMPREHENSIVE SITE PLAN
 SHEET NUMBER:
C02



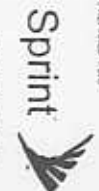

SITE WORK GENERAL NOTES

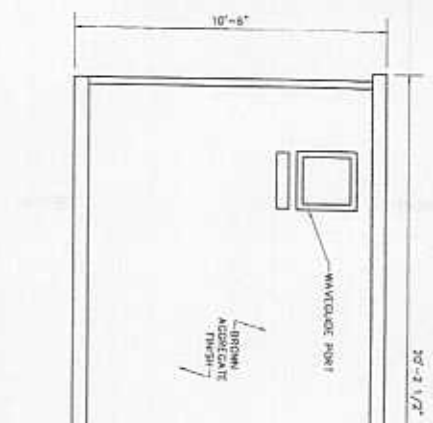
1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWING AND AS SPECIFIED HEREIN.
2. RUBBER, STUAPS, BEARS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DEPOSITED AT LEGALTY.
3. THE SITE SHALL BE COMBED TO CASE SURFACE WATER TO FLOW AWAY FROM THE PCS EQUIPMENT AND TOWER AREAS.
4. NO FILL OR EXHAUSTION MATERIAL SHALL BE PLACED ON PAVED SURFACE, PAVED MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR LEAKAGE.
5. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM CHUTE PRIOR TO PAVED SURFACE APPLICATION.
6. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WERE ENCOUNTERED IN THE WORK. SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS NEARLY AS POSSIBLE TO THE ORIGINAL LOCATION. ALL UTILITIES SHALL BE RELOCATED WITH A MINIMUM 12" CLEARANCE FROM THE WORK. ALL UTILITIES SHALL BE PROTECTED BY CONSTRUCTION SHALL PHONE SAFETY TRAINING FOR THE WORKING CREW.
7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.
8. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE EXISTING DRIVEWAY SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDING, AND COVERED WITH MULCH.
9. CONSTRUCTION SHALL MAINTAIN ACCESS TO EXISTING SITE DURING CONSTRUCTION. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN/COUNTY CODE ENFORCEMENT ORDINANCE AND COMPLIANCE WITH THE TOWN/COUNTY CODE ENFORCEMENT ORDINANCE.
10. CONSTRUCTION IS TO SUPPLY CONSTRUCTION LOGS (PER SPRINT-NEXTEL SPECIFICATIONS)

BASED ON:

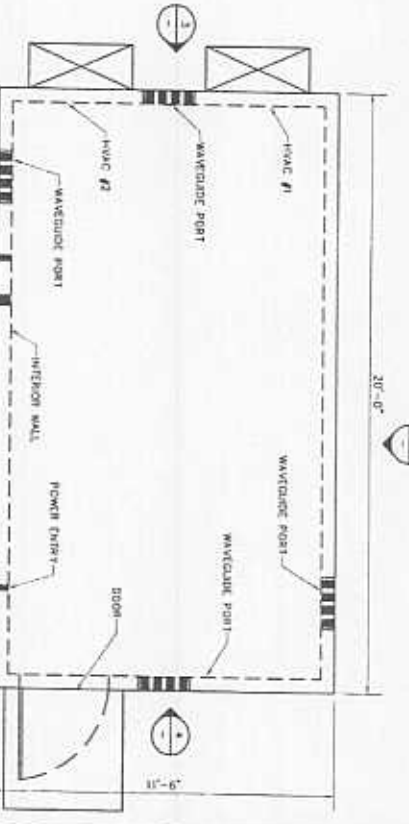
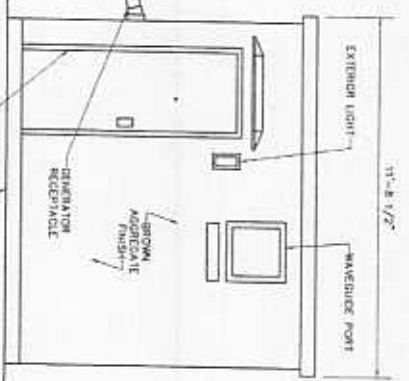
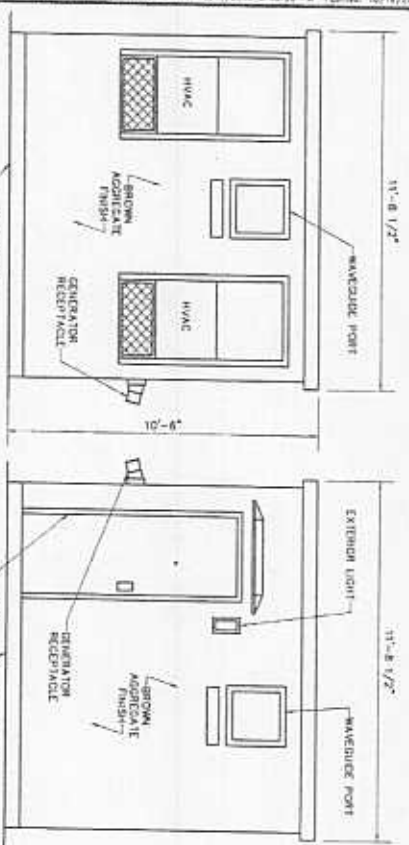
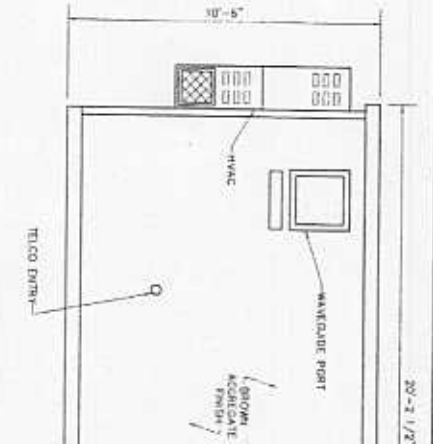
1. BASED ON INFORMATION OBTAINED FROM A PALM BEACH COUNTY AERIAL TAX MAP AND A LAY 12, 2005 SITE VISIT PERFORMED BY CLAUDE HANCOCK & ASSOCIATES LLP, AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.



 <p>PREPARED FOR: Sprint</p>	<p>Together with NEXTEL 8700 N. Aventura Blvd, Suite 1110B Miami, FL 33156 Phone: (305) 343-8101</p>	 <p>REGISTERED BY: CLAUDE HANCOCK & ASSOCIATES, LLP 1100 N. W. 10th Street, Suite 1000 Fort Lauderdale, FL 33304 Phone: (954) 343-1000</p>	<p>CERTIFICATE OF AUTHORIZATION #00714 ISSUED - 2008 - 1000</p>	<p>10/21/2008 John P. Sabin, P.E. FL Professional Engineer #22223 I, JOHN P. SABIN, OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA AND I AM THE DESIGNER OF THE ABOVE DESCRIBED PROJECT.</p>	<p>SR: 0 FL35450 SITE NAME: LAKE PARK PUBLIC WORKS SITE ADDRESS: 850 OLD DIXIE HIGHWAY LAKE PARK, FL 33403 PALM BEACH COUNTY</p>	<p>SHEET TITLE: SITE PLAN & GENERAL NOTES</p> <p>SHEET NUMBER: C04</p>
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NOTE: EQUIPMENT SCHEDULE DESIGNATED BY DIMENSIONS - INFORMATION ON THIS SHEET PROVIDED FOR INFORMATION ONLY.



PREPARED FOR:
Sprint
 Sprint.com
 5370 N. ANDERSON AVENUE, SUITE 200
 PALM BEACH, FL 33410
 PHONE: (561) 343-8100

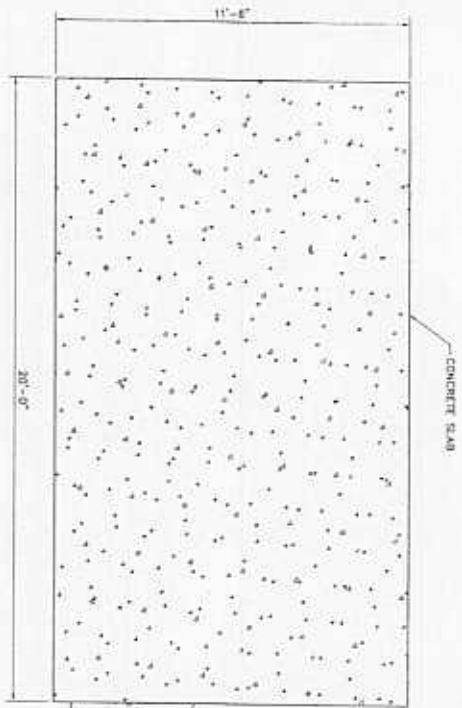
PREPARED BY:
CHA
 CONSULTING ARCHITECTS
 100 PALM BEACH BOULEVARD, SUITE 200
 PALM BEACH, FL 33480
 (561) 844-1100
 FAX: (561) 844-1101
 Certificate of Authorization #00724

NO.	DESCRIPTION	DATE	BY

10/17/06
 Ryle, Rachel
 FL Professional Engineer #07723
 100 PALM BEACH BOULEVARD, SUITE 200
 PALM BEACH, FL 33480
 (561) 844-1100
 FAX: (561) 844-1101

SHEET NO. FL3349C
 SHEET TITLE
 EQUIPMENT SHELTER DETAILS
 SHEET NUMBER
C06

LAKE PARK PLEIC WORKS
 650 OLD DIXIE HIGHWAY
 LAKE PARK, FL
 33403
 PALM BEACH COUNTY

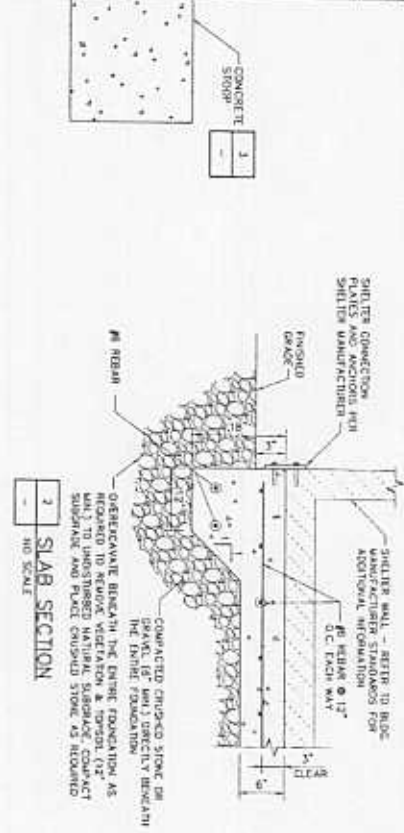


- NOTES**
1. TOP OF FOUNDATION ELEVATION TOLERANCE 1/4" IN 10'-0" & 1/2" MAX OVERALL
 2. CONCRETE TO BE 3000 PSI
 3. CONCRETE TO BE 4000 PSI
 4. REINFORCING WEIGHT ASSIGNED TO BE 10,000 POUNDS
 5. MINIMUM TOP BEARING CAPACITY ASSIGNED TO BE 1000 PSI
 6. TOP OF STOMP SHALL BE A MAXIMUM OF 6" FROM THE FINISHED GROUND LEVEL
 7. TOP OF STOMP SHALL BE AT THE SAME ELEVATION AS THE SHELTER'S FINISHED FLOOR

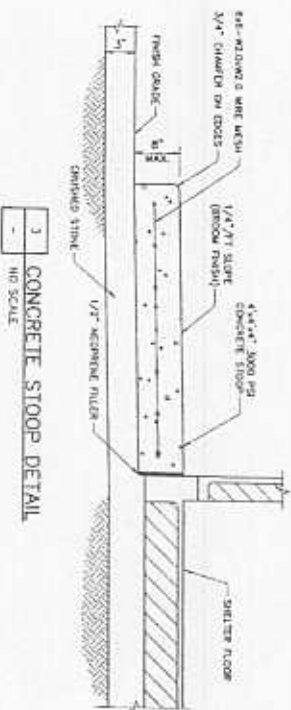
1 SLAB FOUNDATION PLAN
NO SCALE

FOUNDATION DESIGN IS BASED UPON A TYPICAL, OLD CASTLE SHELTER WITH PLAN DIMENSIONS AS SHOWN AND A MAXIMUM WIDTH FULLY LAYER OF 59,000 LBS. CONTRACTOR SHALL VERIFY ACTUAL SHELTER MANUFACTURER PLAN DIMENSIONS, BEARING POINTS, AND ANY DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION. THIS DESIGN IS BASED UPON AN EXISTING SOIL BEARING CAPACITY OF 1,000 PSF.

REFER TO SHELTER MANUFACTURER'S STANDARDS (OR TODAY) FOR ADDITIONAL COMPONENT SHELTER INFORMATION.



2 SLAB SECTION
NO SCALE



3 CONCRETE STOMP DETAIL
NO SCALE

PREPARED FOR:
Sprint

7600 WALKER HOLLOW
FT. LAUDERDALE, FL 33309
PHONE: (954) 343-8101

PREPARED BY:
CH2A

CH2A CONSULTANTS & ENGINEERS, LLC
1000 W. 19th Street, Suite 100
Fort Lauderdale, FL 33311
PHONE: (954) 343-8101
HOME - 3008 - 1821

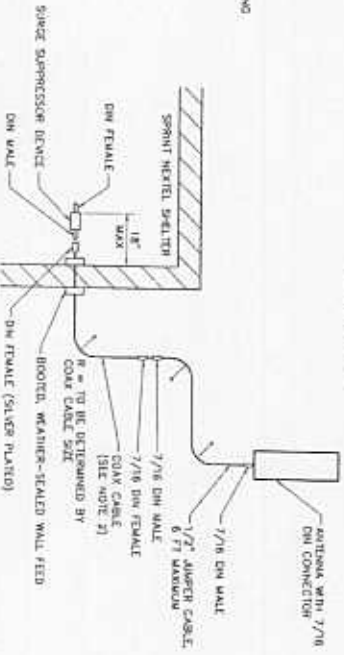
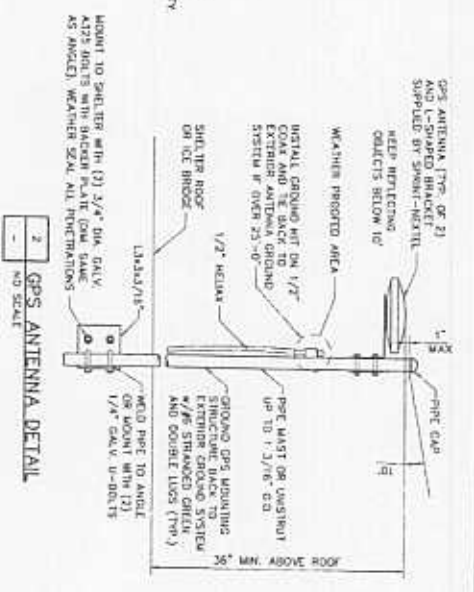
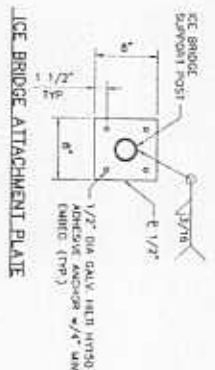
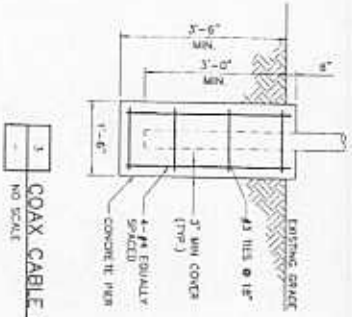
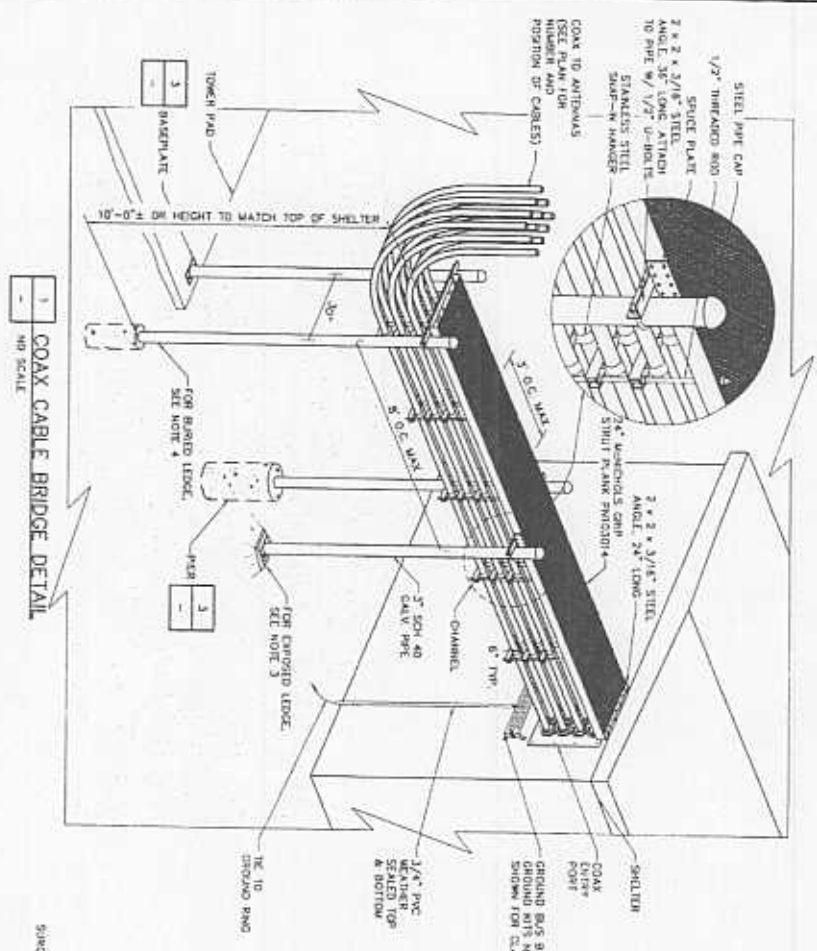
DATE OF SUBMISSION: 08/07/08

10/17/08
John P. Sobush, P.E.
FL Professional Engineer #21723
1315 N.W. 10th Street, Suite 100
Fort Lauderdale, FL 33311
PHONE: (954) 343-8101

PROJECT NO.
FL3345C
SITE NAME
LAKE PARK P&BC WORKS
650 OLD DIXIE HIGHWAY
LAKE PARK, FL
33403
PALM BEACH COUNTY

SHEET TITLE
STRUCTURAL DETAILS

SHEET NUMBER
C07



- NOTES:**
1. COAX CABLE SIZE WILL BE DETERMINED BY RF ENGINEER. REFER TO RF SCHEDULE FOR CABLE SIZE, MANUFACTURER, AND COLOR-CODING.
 2. COLOR-CODE COAXIAL CABLE:
 - RED OR, JUST ABOVE GROUND KIT, 3\"/>
 3. MOUNTS "X" SHALL BE EQUAL TO OR GREATER THAN MANUFACTURER'S RECOMMENDATION.
- COAX CABLE BRIDGE NOTES**
1. INSTANT GROUND ASSEMBLY TO THE ANTENNA CENTER POINT SHALL BE LOCATED FIRST CENTRALLY RIGHT ABOVE GROUND KIT AND ACTING TO SHELLER STAYERS.
 2. COAX SHALL BE SLOPED 1/8\"/>
 3. FROM EXPOSED TUBES. PROVIDE GROUND LEADING PAD. INSTALL (4) 5/8\"/>
 4. FROM BUNDLED LEADS AT LEAST 3\"/>

PREPARED FOR:
Sprint
 Together with NEXTEL
 6700 N. ARROYO AVENUE #200
 SAN JOSE, CA 95128
 Phone: (925) 245-8100

PREPARED BY:
CHA
 CONSULTING ARCHITECTS & ENGINEERS, L.P.
 14000 - 20th St. Suite 100
 Houston, TX 77058
 Phone: (281) 445-1801
 Certificate of Authorization #00714

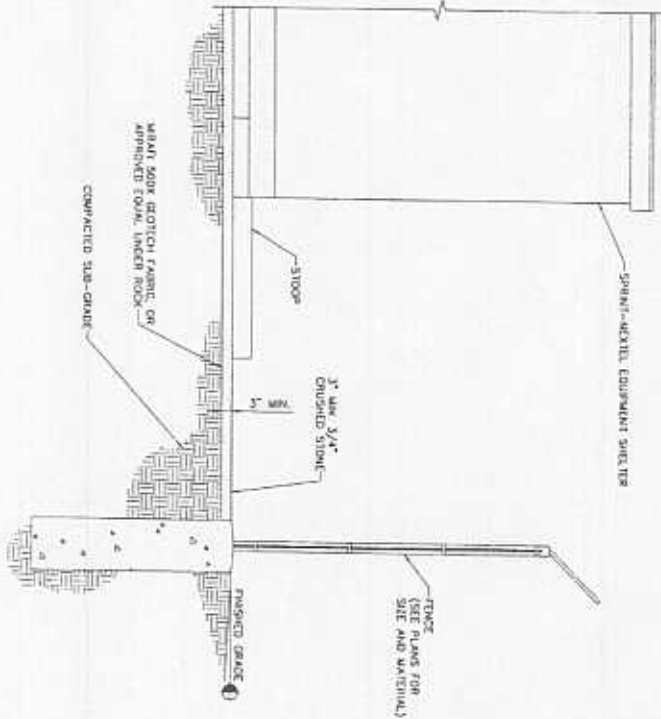
NO.	DATE	DESCRIPTION
1	10/17/06	ISSUED FOR REVIEW
2	10/17/06	ISSUED FOR REVIEW

DATE: 10/17/06
 DRAWN BY: S. S. S. #3223
 CHECKED BY: S. S. S. #3223
 PROJECT: 1545 VECH4 ARCH
 SHEET: 10/16/2006 5:34:28 PM
 USER: PAL/ncs/1

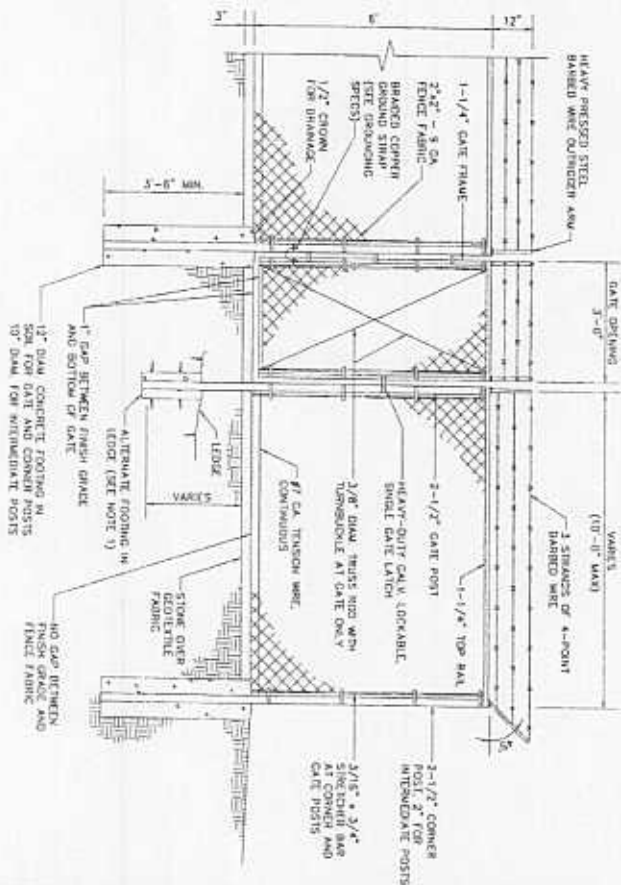
SHEET NO: FL3545C
 SHEET NAME: 1/4\"/>

SHEET NUMBER: C08
 STRUCTURAL DETAILS

1 SITE COMPOUND CROSS-SECTION
NO SCALE



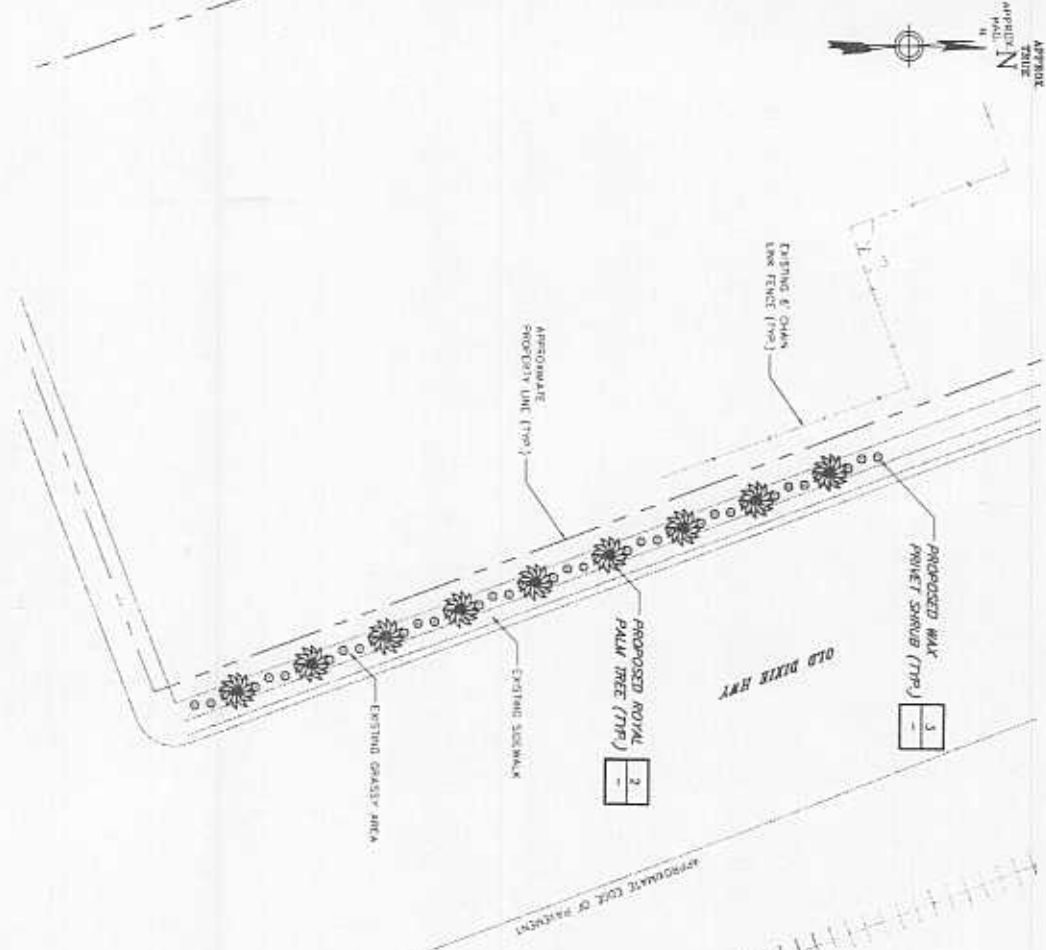
2 CHAINLINK FENCE AND MAN GATE
NO SCALE



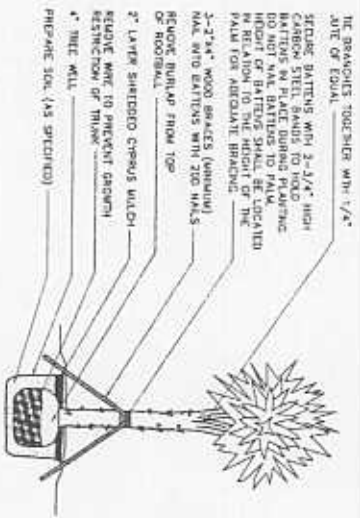
FENCE NOTES

1. ALTERNATE FOOTINGS FOR ALL FENCE POSTS IN LEEDS IS ENCOURAGED AT GRADE, OR AT A DEPTH SHALLOWER THAN 3'-6" CORE SHALL AN 8" DIA. HOLE 18" INTO THE LEEDS. CENTER POST IN THE HOLE AND FILL WITH CONCRETE OR GROUT. FENCE IS TO BE INSTALLED WITH 18" DIA. HOLE 18" INTO THE LEEDS. FENCE SHALL BE 18" DIA. HOLE 18" INTO THE LEEDS. FENCE SHALL BE 18" DIA. HOLE 18" INTO THE LEEDS.
2. ATTACH GATE WITH 1-1/2" PAIR OF NON-LIFT-OFF TYPE...

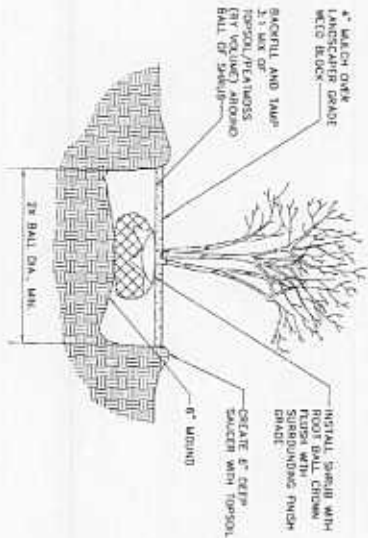
<p>PREPARED FOR: Sprint</p> <p>Together with ACCEL 6500 N. ANDERSON AVENUE #200 DALLAS, TX 75248 PHONE: (972) 243-8101</p>	<p>CIA 12000 INTERNATIONAL CENTER AT THE LIP 12000 INTERNATIONAL CENTER AT THE LIP 12000 INTERNATIONAL CENTER AT THE LIP 12000 INTERNATIONAL CENTER AT THE LIP</p> <p>14000 - 2000 - 1001 Certificate of Authorization #0073</p>	<p>John P. Schmitt 10/17/2006</p> <p>Professional Engineer #12223</p> <p>11. Professional Engineer #12223</p>
		<p>FL3545C SHEET NUMBER C10</p>
<p>1/ LAKE PARK PUBLIC WORKS 650 OLD DIXIE HIGHWAY LAKE PARK, FL 33403 PALM BEACH COUNTY</p>	<p>SHEET TITLE SITE DETAILS</p>	<p>DATE: 10/17/2006</p>



BASELINE NOTES:
1. BASELINE INFORMATION OBTAINED FROM A PALM BEACH COUNTY AERIAL TAX MAP AND A JULY 12, 2008 SITE VISIT CONDUCTED BY CLARENCE, HARBOR & ASSOCIATES LLP. ANY DISCREPANCY BETWEEN THIS PLAN AND ACTUAL FIELD SURVEY.



2 PALM TREE PLANTING DETAIL
NO SCALE



3 SHRUB DETAIL
NO SCALE

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	QTY	INSTALLATION SIZE	COMMENTS
	ROSTKINIA INEUA	ROYAL PALM	9	12" TALL, 6" CANOPY	20' O.C.
	LYSTRAUM JAPONICUM	WAX PINEAPPLE	36	18" TALL	4' O.C.

PREPARED FOR:
Sprint

Together with METTEL
6700 N. ANDREWS AVENUE, #300
FLORHAM PARK, NJ 07931
PHONE: (973) 343-9100

PROJ. NO. 08-008-1801
DATE: 10/17/08

CHA

CLARENCE, HARBOR & ASSOCIATES LLP
1000 WEST PALM BEACH BOULEVARD, SUITE 200
WEST PALM BEACH, FL 33411
TEL: (561) 833-3333
WWW.CHACON.COM

DATE: 10/17/08

PROJECT NO. 08-008-1801

CITY: PALM BEACH, FL

STATE: FL

COUNTY: PALM BEACH

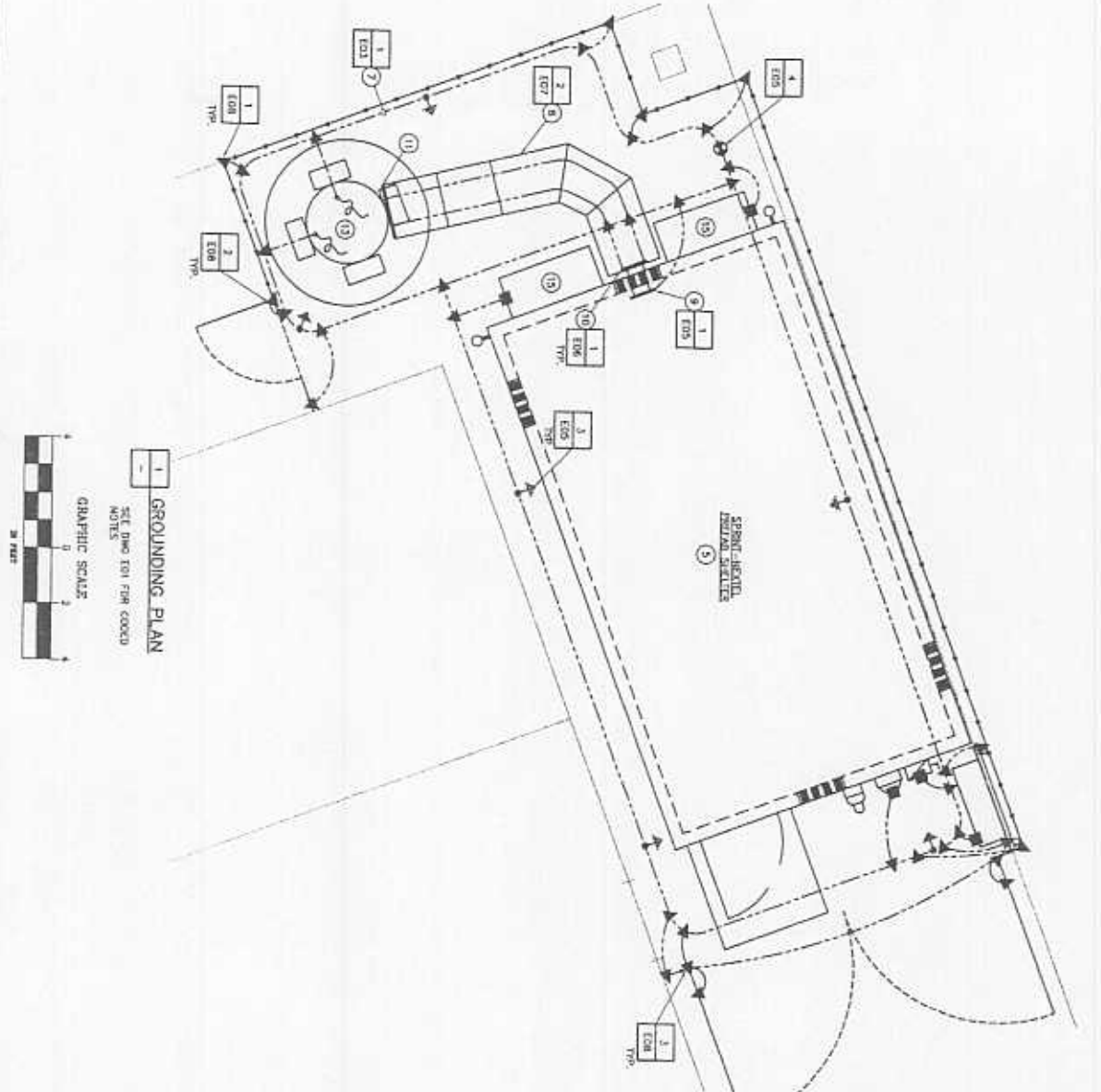
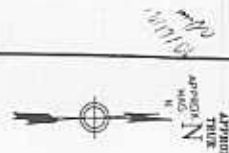
PROJECT: LANDSCAPE PLAN & DETAILS

SHEET NO. L01

DATE: 10/17/08

PROJECT: LANDSCAPE PLAN & DETAILS

SHEET NO. L01



GROUNDING PLAN
 SET DWG 101 FOR GOOD
 NOTES
GRAPHIC SCALES
 0 5 10
 FEET

- LEGEND**
- - - GROUNDING WIRE, #2 THINW. SOLD COPPER U.A.O.
 - ↑ GROUND ROD
 - GROUND ROD w/ INSPECTION WELL
 - COMPRESSION LUG CONNECTION
 - ▲ FIBROPLAST WELDED LUG CONNECTOR
 - WCB - GROUND BAR
 - DOME - GROUND BAR
 - METER SOCKET BY OTHERS
 - METER BY UTILITY COMPANY
 - SERVICE DISCONNECT SWITCH
 - GOOD DRAWING NOTE
 - X DETAIL NUMBER
 - XXX DRAWING(S) REFERRED

PROVIDED FOR:
Sprint
 Together with NEXTEL
 5150 N. UNIVERSITY AVENUE
 SUITE 300
 PALM BEACH, FL 33410
 PHONE: (561) 343-8100

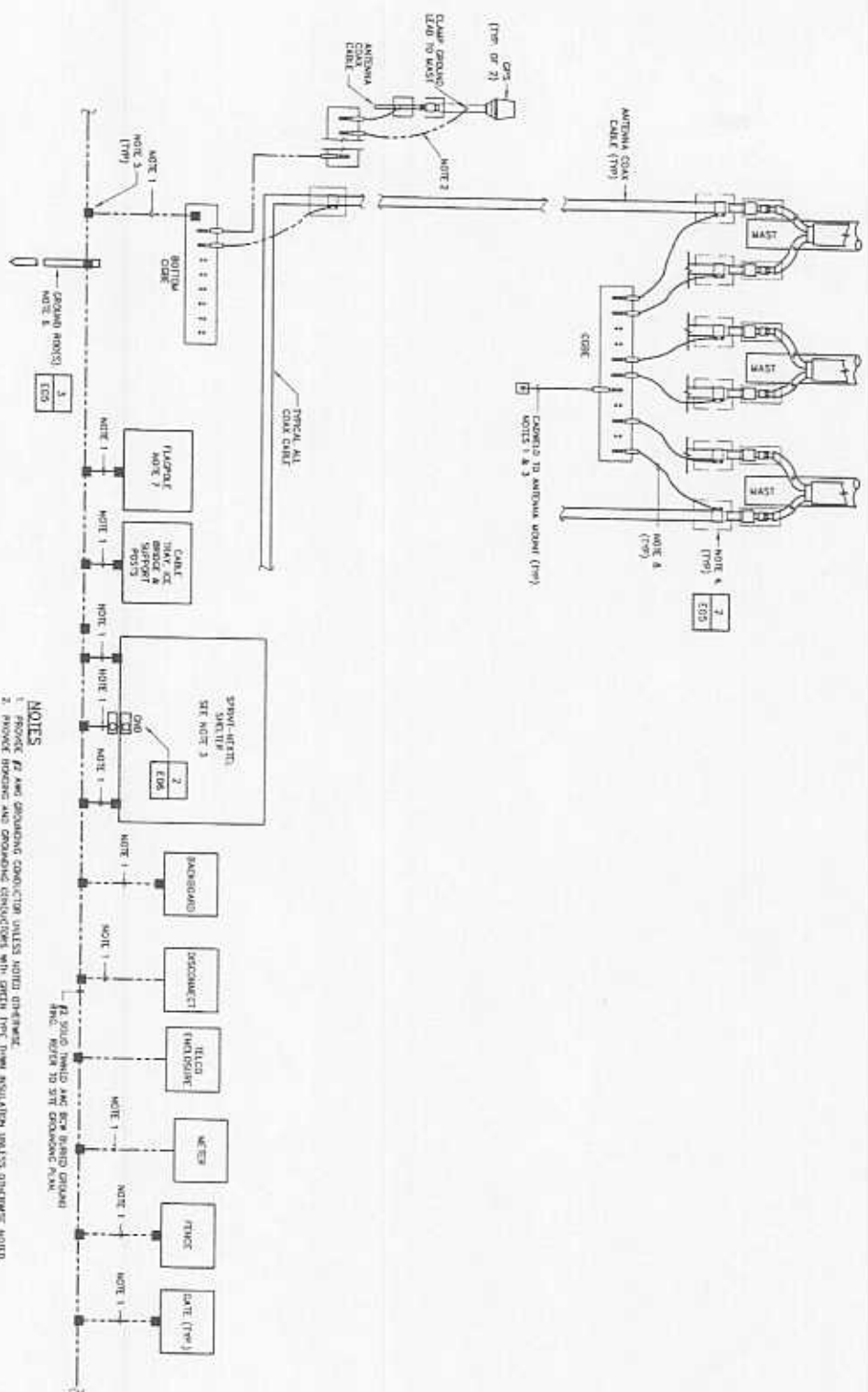
PROVIDED BY:
CHA
 CHAVAN HANSEN & ASSOCIATES LLP
 650 N. UNIVERSITY AVENUE SUITE 300
 PALM BEACH, FL 33410
 PHONE: (561) 343-8100
 FAX: (561) 343-8101
 www.cha.com
 Certificate of Authorization #0076

NO.	DATE	REVISION
1	10/17/08	ISSUED FOR PERMIT

10/17/08
 Don Chava, P.E.
 FL Professional Engineer #12723
 650 N. UNIVERSITY AVENUE SUITE 300
 PALM BEACH, FL 33410
 PHONE: (561) 343-8100
 FAX: (561) 343-8101
 www.cha.com

SHEET NO.
E02
GROUNDING PLAN
 SHEET TITLE
FL3045C
 SITE NAME:
LAKE PARK PUBLIC WORKS
 SITE ADDRESS:
650 OLD DIXIE HIGHWAY
LAKE PARK, FL
33403
PALM BEACH COUNTY

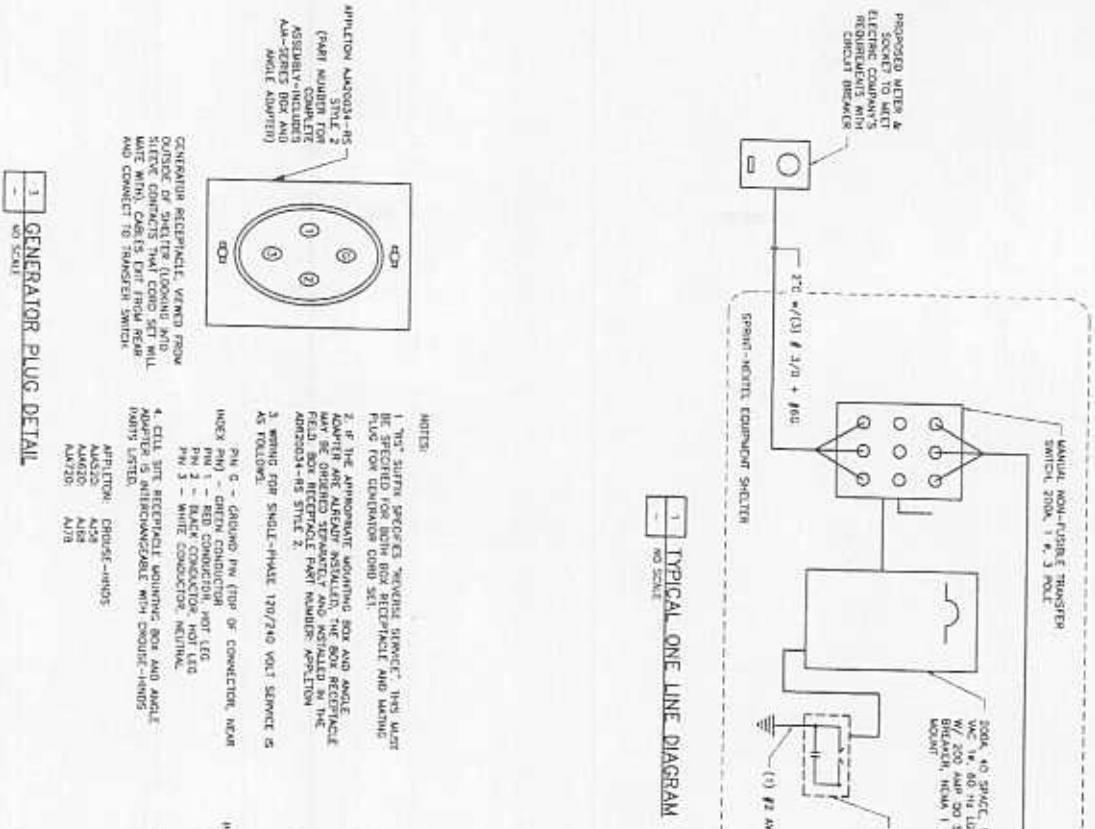
10/17/06



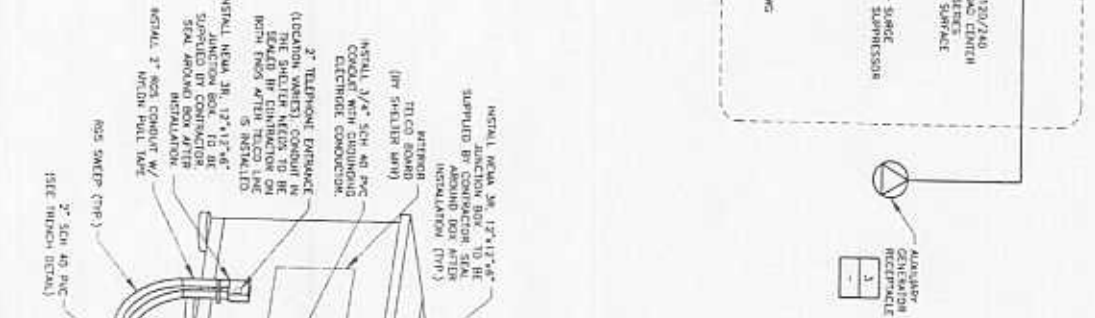
1 GROUNDING RISER DIAGRAM
NO SCALE

- NOTES**
1. PROVIDE #2 AWG GROUNDING CONDUCTOR UNLESS NOTED OTHERWISE.
 2. PROVIDE BONDING AND GROUNDING CONNECTIONS WITH GREY TYPIC FROM INSULATION UNLESS OTHERWISE NOTED.
 3. IF ORIFICE IS USED FOR SURGE ARRESTER, PROVIDE CONNECTIONS WITH GREY TYPIC FROM INSULATION UNLESS OTHERWISE NOTED.
 4. PROVIDE STRAP AND ANOTHER COAX CABLE GROUNDING FIT OR FITS PARALLEL TO SURT CONNECTIONS. TOTAL LENGTH OF GROUNDING CONDUCTOR SHALL NOT EXCEED 50'.
 5. CABLED CONNECTION.
 6. RECEIVE GROUNDING ELECTRICALS IN QUANTITY, TYPE AND SIZE AS INDICATED ON SITE GROUNDING PLAN, DRAWING E02.
 7. BOND TO GROUND BUS BUT DO NOT PAIR OR THE PREVENTED KONGRIGIT AT TWO LOCATIONS.
 8. PROVIDE #2 AWG GROUNDING CONDUCTOR UNLESS OTHERWISE NOTED.
 9. NO INSULATION ON ANTENNA GROUND BOND AT TOP OF TOWER.

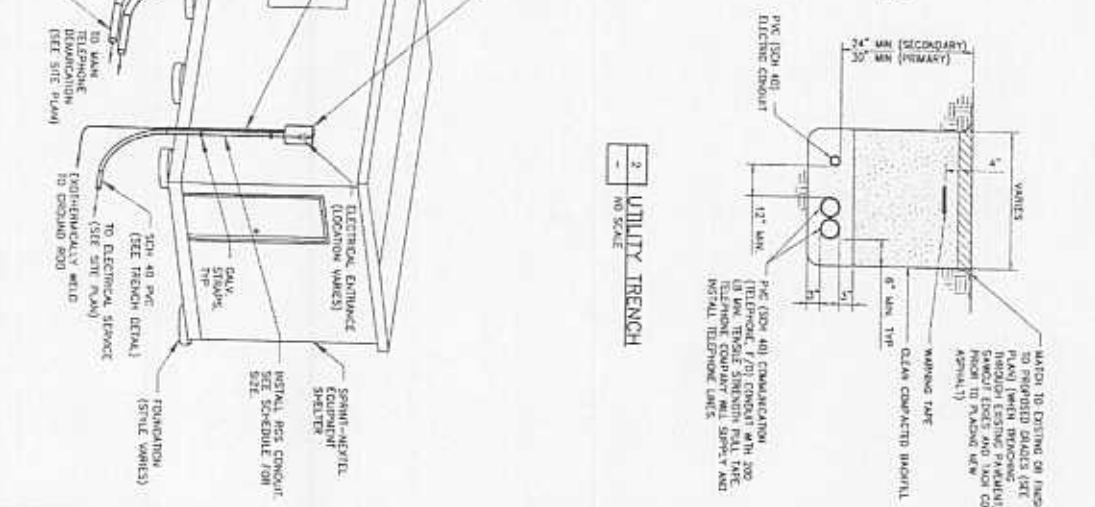
<p>PREPARED FOR Sprint</p> <p>Together with NEXTEL 6750 FT. LAUDERDALE BLVD. LAUDERDALE, FL 33304 PHONE: (305) 443-9101</p>	<p>PREPARED BY CHA</p> <p>CLAYTON WATSON & ASSOCIATES, L.P. 10000 W. BOULEVARD, SUITE 1000 FORT LAUDERDALE, FL 33304 TEL: (305) 443-9101 FAX: (305) 443-9101 WWW.CHAWATSON.COM</p> <p>DATE: PROJECT - 10/17/06 1006 - 2006 - 1001</p> <p>Certificate of Authorization #0074</p>	<p>NOV/17/06</p> <p>John P. Sedock P.E. Professional Engineer #22233</p> <p>DATE: 10/17/06 SCALE: AS SHOWN PROJECT: 1006 - 2006 - 1001 SHEET: 10/17/06</p>	<p>SHEET NO. FL3345C</p> <p>7-LANE PARK PUBLIC WORKS SITE ADDRESS 650 OLD DUNE HIGHWAY LAKE PARK, FL 33403 PALM BEACH COUNTY</p>	<p>SHEET TITLE GROUNDING DIAGRAM</p> <p>SHEET NUMBER E03</p>
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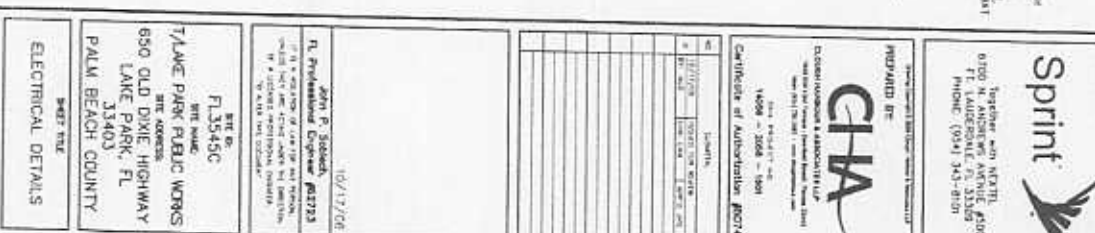
1 TYPICAL ONE LINE DIAGRAM
NO SCALE



2 UTILITY TRENCH
NO SCALE



3 GENERATOR PLUG DETAIL
NO SCALE



4 UTILITY SERVICE
NO SCALE

NOTES:

1. "NOT" SURTY SPECIES "REVERSE SWITCH" THIS MUST BE SPECIFIED FOR BOTH BOX RECEPTACLE AND WIRING PLOG FOR COORDINATION WITH SET.
2. IF THE APPROPRIATE WIRING BOX AND ANGLE ADAPTER ARE ALREADY INSTALLED, THE BOX RECEPTACLE MAY BE ORDERED SEPARATELY AND INSTALLED IN THE APPROPRIATE PORT NUMBER APPLICABLE.
3. WIRING FOR SINGLE-PHASE 120/240 VOLT SERVICE IS AS FOLLOWS:
PH. C - GROUND PH. (TYPE OF CONNECTION, NOT HOOK PH.)
PH. 1 - RED CONDUCTOR, HOT LEG
PH. 2 - BLACK CONDUCTOR, HOT LEG
PH. 3 - WHITE CONDUCTOR, NEUTRAL.
4. CELL SITE RECEPTACLE WIRING BOX AND ANGLE ADAPTER IS INTERCHANGEABLE WITH CIRCUIT-BREAKER (PHAS) LISTED.

APPLICABLE: CIRCUIT-BREAKER
ANSI/AWG 60
ANSI/AWG 65
ANSI/AWG 70

INSTALL NEAR 3B, 17"x17"-6" (IF SHELTER HAS) CONDUIT WITH CONDUITING ELECTRICAL CONDUCTOR.

2" TELEPHONE ENTRANCE (LOCATION, HEIGHT, BE SLOPED IF CONDUIT ON WITH ENDS AT THE CONDUIT LINE IS INSTALLED.

INSTALL NEAR 3B, 17"x17"-6" CONDUIT BOX TO BE SLOPED AS SHOWN IN PLAN AND SEAL AROUND BOX AFTER INSTALLATION.

INSTALL 3" W/2 CONDUIT W/ 60S SWEEP (TYPE)

3" SCH 40 PVC TO WAVE TELEPHONE DEFORMATION (SEE SITE PLAN)

3" SCH 40 PVC TO ELECTRICAL SERVICE (SEE TRENCH DETAIL)

3" SCH 40 PVC TO ELECTRICAL SERVICE (SEE TRENCH DETAIL)

FOUNDATION (SEE SCHEDULE FOR SIZE)

SPRING-EQUIPMENT SHELTER

ELECTRICAL ENTRANCE (LOCATION, WARES)

CONCRETE

WELDING TAPE

6" DIA. PIPE

12" DIA. PIPE

PVC (SCH 40) CHARACTERIZATION (TELEPHONE, F/D) CONDUIT WITH 200 LB DIA. TENSILE STRENGTH FALL TIME TELEPHONE EQUIPMENT AND SUPPLY AND INSTALLED TELEPHONE LINES.

PREPARED FOR:

Together with NEXTEL
6500 N. UNIVERSITY AVENUE, #100
DALLAS, TEXAS 75248-2804
PH: (972) 343-8100

PREPARED BY:

John P. Souda
FL Professional Engineer #12729

DATE: 10/17/06

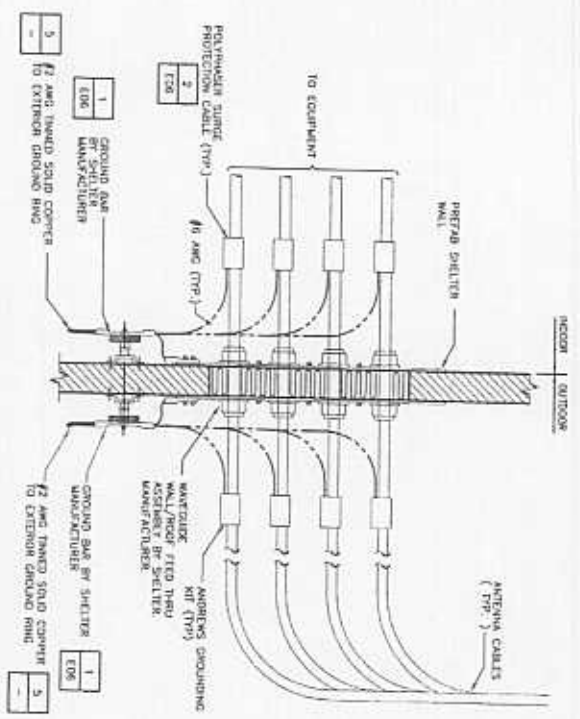
PROJECT: TLAKE PARK PUBLIC WORKS

FL PROJECT ADDRESS: 6500 OLD DIXIE HIGHWAY LAKE PARK, FL 33403

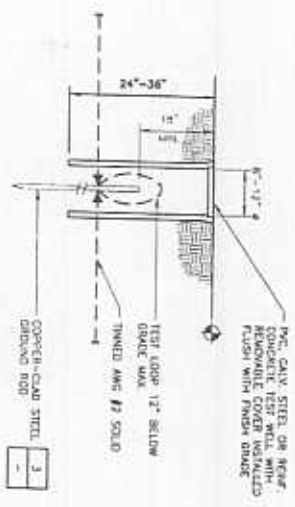
SHEET TITLE: ELECTRICAL DETAILS

SHEET NUMBER: E04

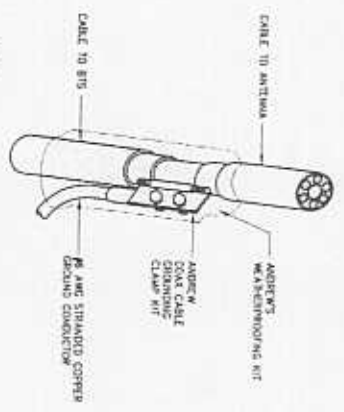
10/14/08
10/17/08



1 CABLES INSTALLATION WITH WALL/ROOF FEED THRU ASSEMBLY
NO SCALE

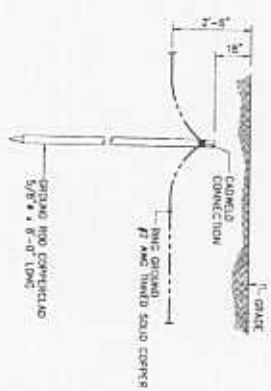


2 GROUND SYSTEM TESTING WELL
NO SCALE

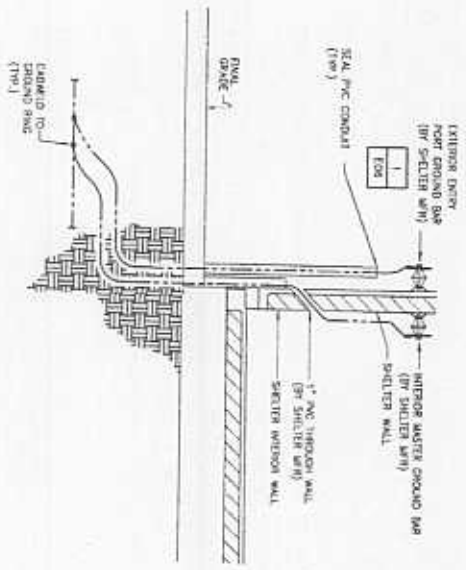


3 COAX CABLE GROUND
NO SCALE

- NOTES:
- DO NOT RETAIL CABLE GROUND KIT AT A BEND IN CABLE.
 - ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
 - 1-1/2" # 4 AWG FOR GPS ANTENNA CABLES.
 - 1-1/2" # 4 AWG FOR GPS ANTENNA CABLES.



4 GROUND ROD
NO SCALE



5 SHELTER WALL PENETRATION DETAIL
NO SCALE

PREPARED FOR:

Together with NETEL
6100 FT LAUDERDALE AVENUE
FT LAUDERDALE, FL 33309
Phone: (954) 343-8101

PREPARED BY:

14000 - 2008 - 1006

10/17/08

NO.	DATE	DESCRIPTION
1	10/17/08	ISSUED FOR PERMIT
2	10/17/08	ISSUED FOR PERMIT
3	10/17/08	ISSUED FOR PERMIT
4	10/17/08	ISSUED FOR PERMIT
5	10/17/08	ISSUED FOR PERMIT
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8	10/17/08	ISSUED FOR PERMIT
9	10/17/08	ISSUED FOR PERMIT
10	10/17/08	ISSUED FOR PERMIT

10/17/08

John P. Sidorow
11. Project No. 0346010-03323

FL PROJECT NO. 0346010-03323

DATE: 10/17/08

BY: JPS

PROJECT NO. 0346010-03323

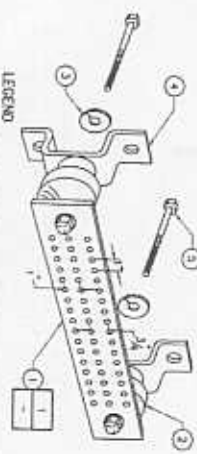
PROJECT NAME: T/ LAKE PARK PUBLIC WORKS

650 OLD DIXIE HIGHWAY
LAKE PARK, FL
33403
PALM BEACH COUNTY

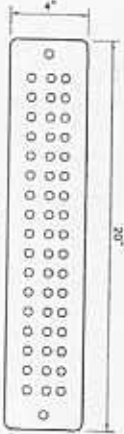
SHEET TITLE:
ELECTRICAL DETAILS

SHEET NUMBER:
E05

12/17/06



- LEGEND**
- 1 - CAP SCREW GROUND BAR, 1/4", 3/8", 1/2", 3/4", 1", 1 1/2", 2", 2 1/2" HOLE
 - 2 - NUTS TO MATCH NUTS DOUBLE END CONFIGURATION
 - 3 - STANDARD WASHERS, WASHER LIGHTING PROTECTION, INC. CAT. NO. 5823-A
 - 4 - 1/2" LOCKWASHERS, WARDER CO. CAT. NO. LMS
 - 5 - WALL MOUNTING BRACKET, STAINLESS STEEL, WORKING BRACKET, WARDER CO. CAT. NO. WB1-1
 - 6 - 1/2-13 X 1" HEX HEAD CAP SCREW, WARDER CO. CAT. NO. CS605
- NOTE:**
ALL HOLES ARE 7/16" UNLESS SPECIFIED OTHERWISE.



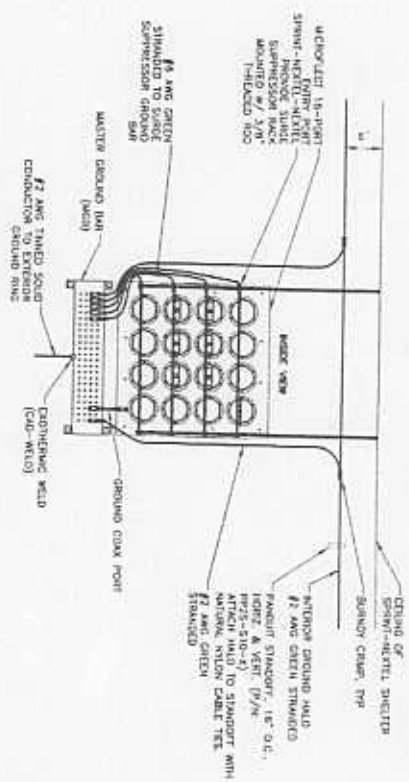
NOTE: THE GROUND BAR IS 1/4" THICK, 4" WIDE 20' LONG. IT HAS A HOLE PATTERN 7" WITH A NO. 2 AWG SOLID TINED TAIL.

1	20'	1	2-2
2	14420	1	2-2
3	14420	1	2-2

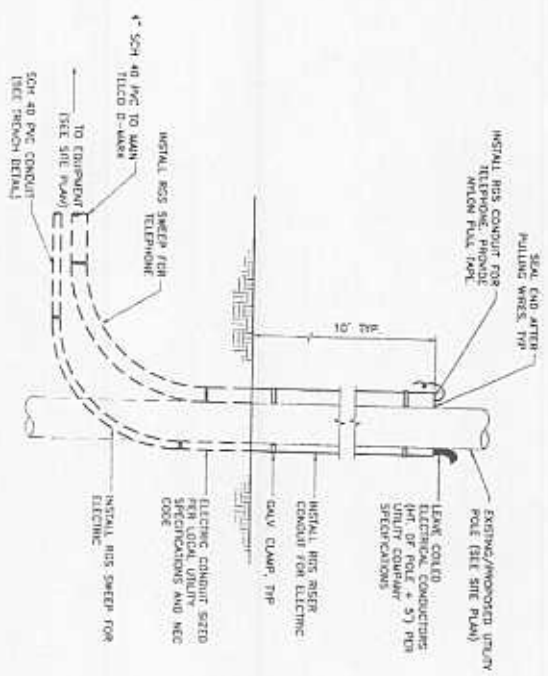
NOTE: GROUND BAR WITH WALL MOUNTING BRACKET, INSULATORS AND A 25' LONGER/DOUBLE WELDED TAIL. BRACKET, WITH LUNCH IN HOLES.

SEE DETAIL: HOLE PATTERN CRUISES WHICH WITH DOUBLE END CONFIGURATION. SEE ELECTRICAL SPECIFICATIONS AND GROUND BAR SIZE AND STRAPPING REQUIRED. 25' LENGTH IS STANDARD UNLESS OTHERWISE NOTED.

1	GROUND BAR
2	NO SCALE



2 SURGE SUPPRESSOR GROUNDING DETAIL
NO SCALE



3 POWER-TELCO UTILITY POLE RISER
NO SCALE

PREPARED FOR
Sprint
Together with NETELL
6720 N. AUSTIN AVENUE, #200
751 AUSTIN, TEXAS 78759
PH: (512) 343-8101

PROPOSED BY
CHA
1400 - 2008 - 180
CERTIFICATE OF AUTHORIZATION #0273

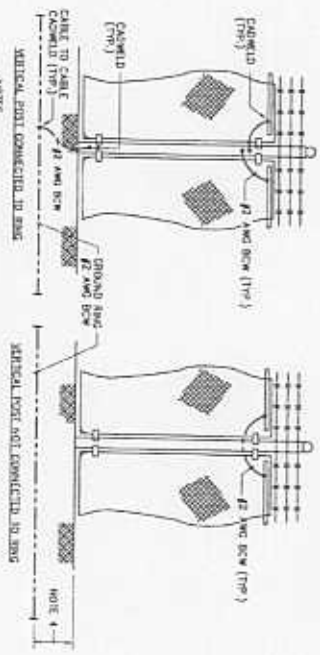
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2	10/17/06	ISSUED FOR PERMIT
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8	10/17/06	ISSUED FOR PERMIT
9	10/17/06	ISSUED FOR PERMIT
10	10/17/06	ISSUED FOR PERMIT

10/17/06
JOHN P. SULLIVAN
Professional Engineer #02723
1715 AUSTIN AVENUE, SUITE 100
AUSTIN, TEXAS 78759
PH: (512) 343-8101

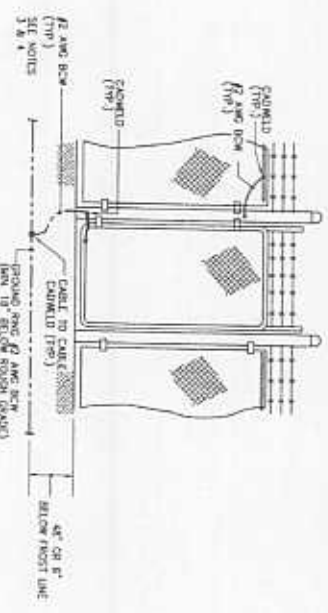
SITE NO.
FL35450C
SITE NAME
LAKE PARK FLETC WDRS
550 OLD DIXIE HIGHWAY
LAKE PARK, FL
33403
PALM BEACH COUNTY

SHEET TITLE
ELECTRICAL DETAILS
SHEET NUMBER
E06

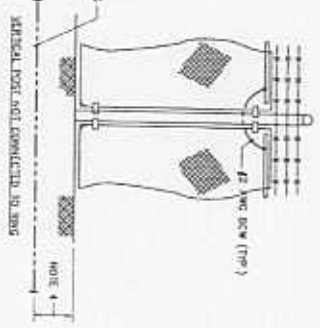
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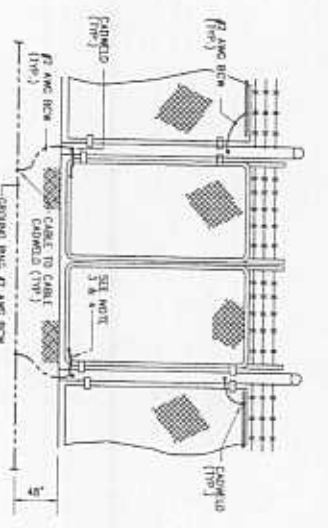
1 FENCE GROUNDING
NO SCALE



2 FENCE GATE GROUNDING
NO SCALE



3 FENCE GATE GROUNDING
NO SCALE



4 FENCE GATE GROUNDING
NO SCALE

PREPARED FOR:

Sprint

Together with VERTEL

6700 FT. LAUDERDALE, FL 33309

PHONE: (304) 343-8100

GHA

DESIGN VERIFICATION & CONSTRUCTION

14008 - 2008 - 1001

Certification of Authorization #0074

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/17/08
2	REVISED FOR PERMIT	10/17/08
3	REVISED FOR PERMIT	10/17/08
4	REVISED FOR PERMIT	10/17/08
5	REVISED FOR PERMIT	10/17/08
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9	REVISED FOR PERMIT	10/17/08
10	REVISED FOR PERMIT	10/17/08

10/17/08

John P. Siskovic #2222

Professional Engineer

1015 S. W. 10th Ave., Suite 100

Fort Lauderdale, FL 33309

PH: 305-555-1000

SHEET NO. FL3345C

SITE NAME: T/1ANE PARK PUBLIC WORKS

SITE ADDRESS: 650 OLD DINE HIGHWAY

LAKE PARK, FL 33403

PALM BEACH COUNTY

SHEET TITLE: ELECTRICAL DETAILS

SHEET NUMBER: E08

10-11

ELECTRICAL NOTES

1. INSTRUCTIONS
 - A. GENERAL: DRAWING AND UPON COMPLETION OF THE WORK, ARRANGE AND PAY ALL ASSOCIATED EXPENSES FOR ALL ELECTRICAL WORK INSTALLED UNDER THIS CONTRACT, IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT.
 - B. INSPECTIONS REQUIRED: AS PER THE LAWS AND REGULATIONS OF THE LOCAL AND/OR STATE INSPECTION AGENCY, APPROVED BY THE LOCAL AND/OR STATE AGENCIES HAVING JURISDICTION AT THE PROJECT SITE.
 - C. INSPECTION AGENCY: APPROVED BY THE LOCAL AND/OR STATE AGENCIES HAVING JURISDICTION AT THE PROJECT SITE.
 - D. CERTIFICATES: SUBMIT ALL REQUIRED INSPECTION CERTIFICATES.
2. HANGERS AND SUPPORTS
 - A. HANGERS: ALL HANGERS, SUPPORTS, FASTENERS AND HARDWARE SHALL BE ZINC COATED STEEL UNLESS OTHERWISE SPECIFIED BY THE DRAWINGS. HANGERS, SUPPORTS AND FASTENERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS FOR THE APPLICATION. PRODUCTS FOR OUTDOOR USE SHALL BE HOT DIP GALVANIZED.
 - B. TYPES: HANGERS SHALL HAVE SUPPORT CLAMP, U-CHEMEL, THEEDED ROGS, ETC. AS INDICATED OR REQUIRED.
 - C. INSTALLATION: HOOKS, SUPPORT AND SECURE ALL MATERIAL, RACEWAY AND EQUIPMENT TO MATERIALS AND TOOLS. HANGERS, SUPPORTS AND FASTENERS SHALL BE FOR THE USE SPECIFIED AT VARIOUS 5 FT. OC.
 - D. OVERHEAD WORKING: ATTACH OVERHEAD MOUNTED EQUIPMENT TO STRUCTURAL FRAMEWORK BY SUPPORTING BENTL FRAMWORK.
 - E. WALL MOUNTING: SUPPORT WALL MOUNTED EQUIPMENT BY MASONRY, CONCRETE BLOCK, BRICK OR FRAMEWORK OR S&B-FRAMING.
 - F. EXTERIOR WALLS: MOUNT ALL EQUIPMENT LOCATED ON THE INTERIOR OR EXTERIOR BUILDING WALLS AT LEAST ONE INCH AWAY FROM WALL SURFACE, USING SUITABLE SPACERS.
 - G. STRUCTURAL MEMBERS: DO NOT CUT, DRILL OR WELD ANY STRUCTURAL MEMBER EXCEPT AS SPECIFICALLY APPROVED BY THE ENGINEER.
 - H. INDEPENDENT SUPPORT: DO NOT SUPPORT MATERIALS OR EQUIPMENT FROM OTHER EQUIPMENT, SPINDLE, DUCTWORK OR SUPPORT FOR SAME.
 - I. RACEWAY SUPPORTS: RACEWAY SUPPORT ALL EXCEPT WITH UNUSUAL SPACINGS PER A.C.I. AND A.S.T.M. REQUIREMENTS. SUPPORTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. SUPPORTS SHALL NOT BE INTERFERED BY THE HANGER ASSEMBLY MADE FROM U-CHEMEL AND ACCESSORIES, STANDARD OR SPECIALIZED HOLES, AND ALLOW AT LEAST TWO SPARE CAPACITY FOR FUTURE INSTALLATION OF EQUIPMENT. EQUIPMENT SHALL NOT BE SUPPORTED FROM WALLS WITH VERTICAL BRACKET OR FROM CONCRETE EXTERIOR SURFACE TO FLOOR.
 - J. ACCESSORIES: SUPPORTS, PROVIDE ANY ADDITIONAL STRUCTURAL SUPPORT STEEL, BRACKETS, ANCHORS, FASTENERS AND HARDWARE AS REQUIRED TO ACCOMMODATE SUPPORT ALL ELECTRICAL MATERIALS AND EQUIPMENT.
 - K. ONE HOLE STRAPS SHALL NOT BE USED FOR CONDITIONS LIGHTER THAN 3/4" HOLES.
3. ENCLOSURES
 - A. DOOR LOCATION, INDOOR - NEUA 1
 - B. NET LOCATION OR OUTDOOR - NEUA 3H
4. HOLES, SLEEVES AND DRINKING
 - A. GENERAL: PROVIDE ALL HOLES, SLEEVES, AND OPENINGS REQUIRED FOR THE COMPLETION OF WORK AND REMOVE ALL DEBRIS SWASTED TO MATCH SURROUNDING SURFACE. MAINTAIN INTEGRITY OF ALL FLOOR AND SHOCK RATED BARRIERS USING APPROVED FASTENING SYSTEMS. MAINTAIN INTEGRITY OF ALL FLOOR AND SHOCK RATED BARRIERS USING APPROVED FASTENING SYSTEMS. MAINTAIN INTEGRITY OF ALL FLOOR AND SHOCK RATED BARRIERS USING APPROVED FASTENING SYSTEMS. MAINTAIN INTEGRITY OF ALL FLOOR AND SHOCK RATED BARRIERS USING APPROVED FASTENING SYSTEMS.
 - B. CONCRETE PENETRATIONS: SIZE HOLES TO FIT THE CONDUIT, PIPE, ETC. WITH PROVISIONS FOR PROTECTIVE SLEEVES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE PROTECTIVE SLEEVES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE PROTECTIVE SLEEVES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE PROTECTIVE SLEEVES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
 - C. DRINKING AND PATIENCING
5. CUTTING AND PATIENCING
 - A. GENERAL: PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. THIS INCLUDES SAW AND ALL WORK NECESSARY TO UNDERCUT, REMOVE AND PATCH UP ALL WORKING SURFACES. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK.
 - B. CONCRETE PENETRATIONS: SIZE HOLES TO FIT THE CONDUIT, PIPE, ETC. WITH PROVISIONS FOR PROTECTIVE SLEEVES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE PROTECTIVE SLEEVES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE PROTECTIVE SLEEVES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. PROVIDE PROTECTIVE SLEEVES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
 - C. DRINKING AND PATIENCING
6. BUILDING STRUCTURE: DO NOT EXCEED THE INTENT OF THE BUILDING STRUCTURE BY CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK.
7. APPROVAL: APPROVE ALL WORK AND COORDINATE ALL REQUIREMENTS OF THE UTILITY COMPANY. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK.
8. TELEPHONE SERVICE
9. GENERAL: INSTALLATION SHALL BE IN ACCORDANCE WITH TELEPHONE UTILITY COMPANY'S RULES AND REGULATIONS.
10. GROUNDING SYSTEM
11. INSTALLATION: INSTALL AS INDICATED ON THE DRAWINGS AND AS REQUIRED.
12. BOND ALL CHALE TRAY/PIPE BROKE SECTIONS.
13. CHECKOUT, TESTING, AND ADJUSTING
14. CORRECTION/REWORK: AFTER TESTING BY CONTRACTOR, OWNER OR ENGINEER, CORRECT ANY DEFICIENCIES, AND REPLACE MATERIALS AND EQUIPMENT SHOWN TO BE DEFECTIVE OR DAMAGED. CORRECT ANY DEFICIENCIES, AND REPLACE MATERIALS AND EQUIPMENT SHOWN TO BE DEFECTIVE OR DAMAGED. CORRECT ANY DEFICIENCIES, AND REPLACE MATERIALS AND EQUIPMENT SHOWN TO BE DEFECTIVE OR DAMAGED.
15. POWER CONNECTIONS: CONTRACTOR SHALL CONDUCT A CONTINUITY AND ISOLATION TEST ON ALL POWER CONNECTIONS BETWEEN SERVICE DISCONNECT SWITCH & POWER CABLE.
16. MAIN SITE POWER IS DERIVED FROM 3 PHASE SOURCE. LOAD RECORDS WILL BE TAKEN AND RECORDED TO MAINTAIN A BALANCED LOAD AT THE PRIMARY SOURCE. RECORDS SHALL BE TURNED TO THE OWNER'S REPRESENTATIVE.
17. QUALITY ASSURANCE
18. INSTALLER QUALIFICATIONS: THE INSTALLER SHALL NOT LETS FROM THE STATE OF FLORIDA IN THE INSTALLATION OF ELECTRICAL SYSTEMS AND EQUIPMENT SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE ELECTRICAL CODE AND ALL APPLICABLE REGULATIONS. THE INSTALLER SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE ELECTRICAL CODE AND ALL APPLICABLE REGULATIONS. THE INSTALLER SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE ELECTRICAL CODE AND ALL APPLICABLE REGULATIONS.
19. GENERAL: MAINTAIN CLEARANCES AND MAINTAIN THEY UNLESS INDICATED OTHERWISE.
20. APPROVAL: APPROVE ALL WORK AND COORDINATE ALL REQUIREMENTS OF THE UTILITY COMPANY. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK.
21. SAFETY SWITCHES
22. GENERAL: HEAVY DUTY, HORIZONTAL ENTRY, DAILY ENCLOSURE, DOUBLE (WITH SECTION FOR GROUND) OR NON-INSULATED AS INDICATED, QUICK-JAW, QUICK RELEASE, MECHANICAL LOCKING, FOR OUTDOOR CONDITIONS. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK. PROVIDE ALL CUTTING, DRINKING, CHANGING, FITTING AND PATIENCING NECESSARY FOR ACCOMMODATING THE WORK.
23. RATING: VOLTAGE, PHASES, APPROXIMATES AND USING AS INDICATED.
24. IN THE EVENT OF CONSTRUCTION, SWITCHES SHALL HAVE AN INTERRUPTING CAPACITY OF AT LEAST 10000 AMPERE-AMPERE-SECOND (10000) VOLTS WITH 1000 WITH CLASS BK-3.5 TIME CURRENT LIMITING DEVICES.
25. CIRCUITS: LINE SWITCH CIRCUITS TO PREVENT CONTACT WITH LIVE PARTS.
26. LUGS: SOLIDIFIED TYPE.
27. RESECTION ONE CASE: PROVIDE FOR EASY RESECTION (NO LOGS) TO PREVENT THE INSTALLATION OF 0.455 H AND 0.455 X NON-CORROSION, LAMINATED PANELS.
28. ACCEPTABLE MANUFACTURERS: GENERAL ELECTRIC, SQUARE D, SHAWMUT.

<p>PREPARED FOR:</p> <p>Positive with NEXTL 6700 FT. CALDWELL BLVD. #3350 P.O. BOX 1000 P.O. BOX 1000</p>	<p>PREPARED BY:</p> <p>GENERAL HARDWARE & SUPPLY CO., INC. 1400 W. 20th St. Tallahassee, FL 32309 Phone: (904) 343-4897</p>	<p>CERTIFICATE OF AUTHORIZATION #2074</p> <p>1400 W. 20th St. Tallahassee, FL 32309</p>	<p>DATE: 10/17/08</p> <p>BY: F. P. SANCHEZ</p> <p>REGISTERED ELECTRICAL ENGINEER #2323</p> <p>1117 S. GOLF COURSE BLVD. SUITE 100 TALLAHASSEE, FL 32309 TEL: (904) 241-1111 FAX: (904) 241-1112 WWW.GHAFLA.COM</p>	<p>PROJECT:</p> <p>LAKE PARK PUBLIC WORKS</p> <p>550 OLD DIME HIGHWAY LAKE PARK, FL 33403</p> <p>PALM BEACH COUNTY</p>	<p>SHEET TITLE:</p> <p>ELECTRICAL SPECIFICATIONS</p> <p>SHEET NUMBER:</p> <p>E09</p>
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EXHIBIT D- Photo simulation of tower

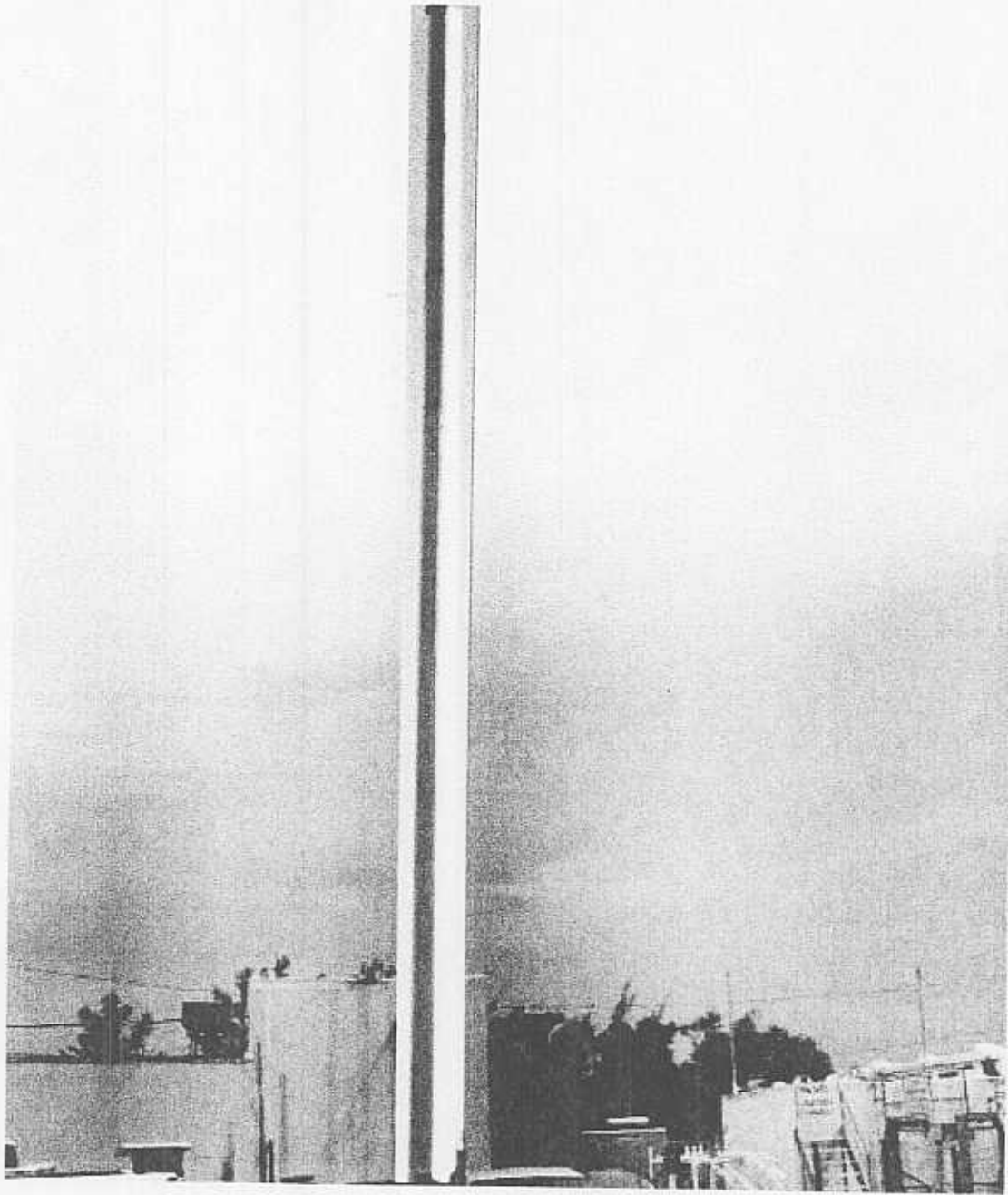


EXHIBIT E

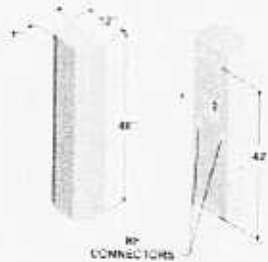
EMS
Wireless

RR65-12-XXXBL DualPol[®] Polarization 806 MHz - 941 MHz

OptiRange™
Suppressor™

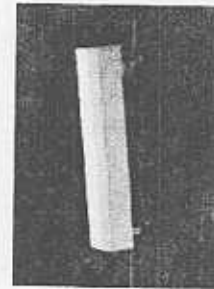
Electrical Specifications

Azimuth Beamwidth	65°
Elevation Beamwidth	16°
Elevation Sidelobes (Upper)	≥ 16 dB
Gain	12.9 dBi (14.1 dBi)
Polarization	Dual Linear, SSB (± 45°)
Port-to-Port Isolation	≥ 20 dB
Front-to-Back Ratio	≥ 25 dB
Electrical Downlink Options	0°, 5°, 10°
VSWR	1.25:1 Max
Connectors	2, Type N or 7-16 DIN (Female)
Power Handling	500 Watts CW
Passive Intermodulation	≤ -150 dBc (2 x 20W) (-45 dBm)
Lightning Protection	Chassis Ground



Mechanical Specifications

Dimensions (L x W x D)	45 in x 12 in x 7 in (1219 cm x 30.5 cm x 17.8 cm)
Rated Wind Velocity	130 mph (209 km/h)
Equivalent Flat Plate Area	49' (3.7 m²)
Front Wind Load @ 100 mph (161 km/h)	118 lbs (5.25 N)
Side Wind Load @ 100 mph (161 km/h)	69 lbs (306 N)
Weight (Without Mounting Kit)	18 lbs (8 kg)



Mounting Options

MTG-P00-10, MTG-S02-10, MTG-D00-20, MTG-C00-10, MTG-C02-10, MTG-T00-10

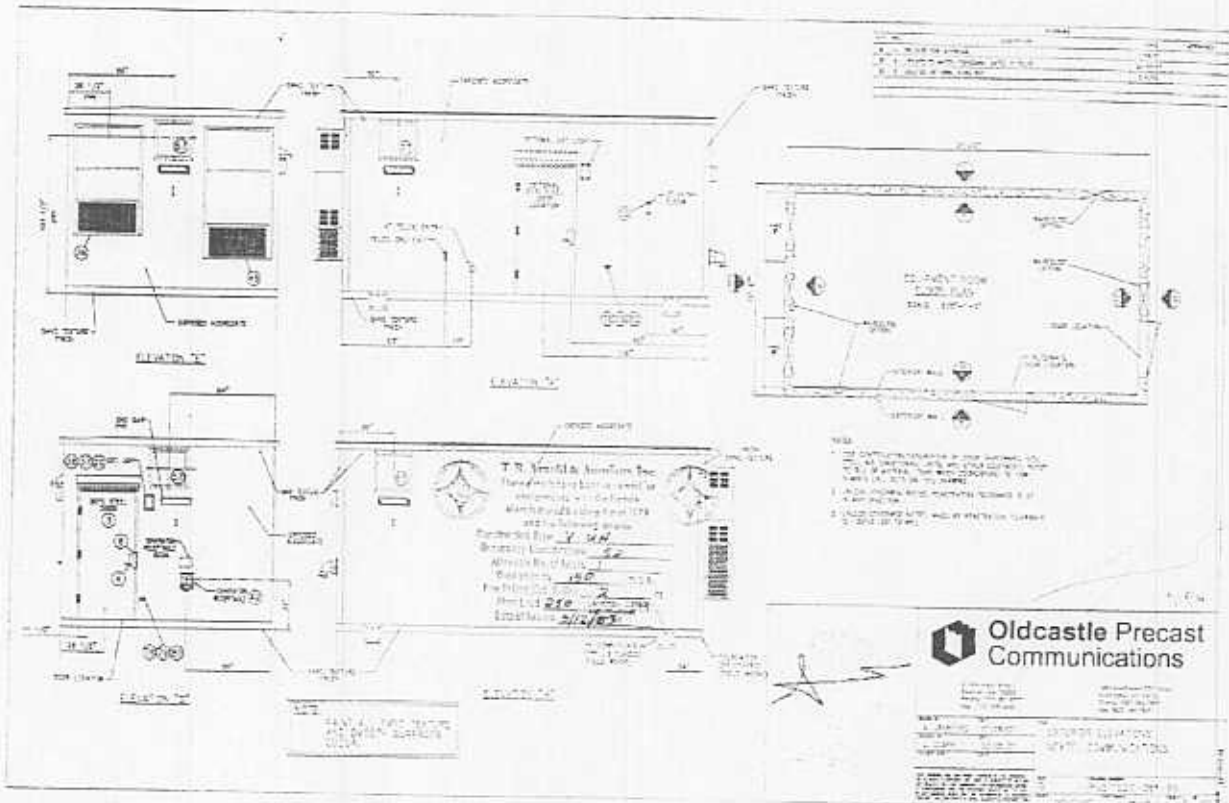


EXHIBIT F

BILL OF SALE

This Bill of Sale is pursuant to that certain Telecommunications Facility Land Lease Agreement (the "Agreement") entered into and effective as of _____, _____ by and between Nextel South Corp., a Georgia corporation ("LESSEE") and the Town of Lake Park, Florida, a municipal corporation ("LESSOR").

WHEREAS, pursuant to the Agreement, LESSOR granted LESSEE the right to install a communications tower ("the Tower"), provided that upon completion of the Tower installation, LESSEE shall convey to LESSOR the title to and ownership of the Tower, and

WHEREAS, the Tower has been erected and installed by LESSEE, pursuant to the Agreement, on land owned LESSOR and leased to LESSEE, in Palm Beach County, Florida as more particularly described in **Exhibit A** to the Agreement, and

WHEREAS, pursuant to the Agreement, LESSEE is executing this Bill of Sale in order to transfer and convey unto LESSOR, all of LESSEE's right, title and interest in and to the Tower; and LESSOR is executing this Bill of Sale to evidence LESSOR's acceptance of such transfer and conveyance subject to the terms and conditions set forth herein,

NOW THEREFORE, pursuant to the Agreement, LESSOR and LESSEE hereby agree as follows:

1. Effective upon full execution of this Bill of Sale, LESSEE shall hereby assign, convey and transfer unto LESSOR, all of LESSEE's right, title and interest in and to the Tower, and LESSOR shall hereby agree to and accept full and exclusive ownership of the same.
2. The parties further acknowledge and agree as follows:
 - a. The Tower was and is built, installed and erected in accordance with plans and specifications that were reviewed and accepted by LESSOR and LESSEE prior to commencement of installation;
 - b. The LESSEE warrants and represents that the Tower was built, installed and erected in a workmanlike manner and in accordance with acceptable industry standards;
 - c. The LESSEE warrants and represents that the Tower was built, installed and erected using materials routinely accepted within the industry for the purpose for which they were used;
 - d. LESSOR accepts title to and ownership of the Tower in its present "as is" and "where is" condition without warranty or representation as to the fitness of the Tower for a particular purpose;
 - e. LESSEE shall have no further responsibility for the lighting, maintenance, modification or repair of the Tower except for LESSEE's equipment and facilities on the Tower, and any damage to the Tower or required repairs to the Tower caused directly or indirectly, by the acts and/or omissions of the LESSEE, its agents, employees, or independent contractors; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms to be kept and performed by LESSEE and the LESSOR pursuant to the Agreement, LESSEE hereby assigns, and conveys all of its right, title and interest in and to the Tower to the LESSOR in its "AS IS" and "WHERE IS," condition, with no representation or warranty of any kind whatsoever, except as expressly stated herein and in the Agreement. This Bill of Sale is executed in compliance with the Agreement but does not in any way amend or supersede the Agreement.

IN WITNESS WHEREOF, this Bill of Sale is executed by and between:

LESSOR:
Town of Lake Park, Florida,
a municipal corporation

LESSEE:
Nextel South Corp., a Georgia corporation

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)
My commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)
My commission expires: _____

TAB 7

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: January 3, 2007

Agenda Item No. *Tab 7*

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Town Manager Employment Agreement

RECOMMENDED MOTION/ACTION: To approve the Town Manager Employment Agreement and Authorize the Mayor to Executive Same.

Approved by Town Manager *R. Mendez* Date: *12/28/06*

Originating Department: Administrative Services	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments: _____ _____
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u><i>BMT</i></u> OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

At its December 6, 2006 meeting, the Commission selected Maria V. Davis as the new Town Manager for the Town of Lake Park and authorized the Town Attorney to commence the negotiation of Ms. Davis' employment agreement. The purpose of this item is to obtain final approval of an agreement and to authorize the Mayor to execute it.

The final employment agreement will be distributed to the Commission prior to the January 3, 2007 Commission meeting.

TAB 8

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: January 3, 2007

Agenda Item No. Tab 8

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Fence at the Ball Fields

RECOMMENDED MOTION/ACTION: Authorize staff to move ahead for fencing at the ball field.

Approved by Town Manager *C. Sementas* Date: 12/28/06
CRS

Name/Title _____ Date of Actual Submittal _____

Originating Department:	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments:
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Last month the Commission ask that we get pricing for fencing at the Ball Fields. Martin Fence came in at \$22,745 or \$24.50 per linear foot and American Fence came in at \$20,020.00 or 22.00 per linear foot. Staff needs direction to proceed in getting the Fence put around the ball field.

TELEPHONE BID
TOWN OF LAKE PARK, FLORIDA

Date 11/18/06 Awarded to _____

Requisition # _____

Item	Units	Description	Unit	Total
1.	ea	910 Linear feet	_____	_____
2.	_____	Schedule 40 2" Corners	_____	_____
3.	_____	1" Top Rails	_____	_____
4.	_____	*8 Gate fence	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Bid of MARTIN FENCE

1.	\$22,745 ⁰⁰	6.	_____
2.	\$24.50 Lin ft	7.	_____
3.	_____	8.	_____
4.	_____	9.	_____
5.	_____	10.	_____

Bid of _____

1.	_____	6.	_____
2.	_____	7.	_____
3.	_____	8.	_____
4.	_____	9.	_____
5.	_____	10.	_____

Bid of AMERICAN FENCE

1.	\$20,020 ⁰⁰	6.	_____
2.	\$22 ⁰⁰	7.	_____
3.	_____	8.	_____
4.	_____	9.	_____
5.	_____	10.	_____

Bid of _____

1.	_____	6.	_____
2.	_____	7.	_____
3.	_____	8.	_____
4.	_____	9.	_____
5.	_____	10.	_____

TOWN OF LAKE PARK
PUBLIC WORKS

BALLFIELDS SECURITY FENCE ESTIMATE
BASED ON PRICE REFERENCING COUNTY CONTRACT:

04127A
\$24.50 Linear Foot
Installed

6' CHAIN LINK #8 GAUGE 1 1/2" CORNERS 1 1/4" SUPPORT
1" TOP RAIL

Project size - 910 ' linear feet w/ three gates

Project cost - \$22,745.00

Raspberry



6m x 9m

1.5m HTL

15m ST

1.5m HTL

Fruitland

Field

Field

Canes

Fruitland
Canes

Prepared Pavce

Prepared Pavce →

TAB 9

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: January 3, 2007

Agenda Item No. Tab 9

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|--|

SUBJECT: Planning & Zoning Board concerns

RECOMMENDED MOTION/ACTION:

Approved by Town Manager *[Signature]* Date: 12/28/06

Name/Title _____

Date of Actual Submittal _____

Originating Department: Commission	Costs: \$ 0.00 Funding Source: Acct. #	Attachments: None
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: As the liaison for the Planning & Zoning Board, Vice-Mayor Daly would like to discuss some concerns expressed by the Planning & Zoning Board.