



Community  
Development  
Department

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3318  
Fax: (561) 881-3323

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

November 1, 2024

Dear Lake Park Property Owner:

Earlier this year you received correspondence from the Town indicating that your property has been identified as having a non-conforming gravel driveway. As you know, on February 21, 2024, the Town Commission unanimously approved Resolution No. 11-02-24, granting property owners with non-conforming gravel driveways a two-year amnesty period through March 1, 2026, for which to come into compliance. This means your property will not be receiving a Notice of Violation for your non-conforming gravel driveway and that you have time to come into compliance with a driveway surface (asphalt paving, or concrete paving, or pavers) that is code compliant. As previously indicated, should you have zoning questions on allowable driveway surfaces, please contact our Planner at (561)881-3320. A Town of Lake Park building permit must be obtained prior to repairing or replacing your driveway. For permit-related questions, please contact (561)881-3318.

**A reminder that the Town has grant funds available.** Enclosed, please find an updated *Community Beautification Improvement Fund (CBIF) Grant Application and Grant Application Overview & Requirements* for your information/review. You may qualify for this matching Grant depending on the Qualifications outlined within the *Grant Application Overview & Requirements*.

Should you have any questions regarding the 2-Year Amnesty Period or the Grant Overview/Application, please do not hesitate to contact the Community Development Department at 561-881-3319.

*If you already complied, please disregard this correspondence and thank you!*

Sincerely,

*Nadia DiTommaso*

Community Development Director  
[nditommaso@lakeparkflorida.gov](mailto:nditommaso@lakeparkflorida.gov)  
(561)881-3319

Enclosures (CBIF APPLICATION DOCUMENTS)



**COMMUNITY BEAUTIFICATION IMPROVEMENT FUND**  
**(CBIF)**  
**GRANT APPLICATION**  
**RESIDENTIAL PROPERTIES**

The Town of Lake Park has a property improvement grant program called the Community Beautification Improvement Fund (CBIF) that returns 20% of all collected code violation fees back into the community. The CBIF Grant is available to both residential and non-residential property owners.

**RESIDENTIAL PROPERTIES** must have received a code violation (or have received a determination from the Code Division that a code violation is present). The following additional criteria applies:

**PROGRAM OVERVIEW**

- Award of grant funds are on a first-come, first-serve basis.
- Grant awards shall be distributed on a reimbursement basis only
- The grant recipient shall be responsible for at least 25% of the total cost of the improvements unless it is determined, through income documentation, that an extreme financial hardship exists whereby the applicant is classified as 'extremely low-income' or 'very low-income' pursuant to the most up-to-date Palm Beach County income guidelines.

- It is recommended that Applicants match 50% of the grant request (final determination will be made upon review of the completed application). **The higher the total match made by the property owner, the higher the application is likely to rank.**
- Town staff will review the CIBF Grant application for completeness and for eligibility for assistance.
- CIBF Grant money is encouraged to be used for structural improvements and other similar-type property improvements that are more permanent in nature. Other improvements may qualify.
- Upon the approval of an application, Town staff will work with the property owner on project execution. However, it will be the **responsibility of the property owner to ensure the project is completed per the terms of the grant.**
- As part of the application process the applicant must provide three (3) independent job cost estimates in writing from contractors. If a contractor is non-responsive, a copy of the outreach is required.
- The grant recipient may be required to enter into a second mortgage or provide a promissory note to repay the grant to guarantee the continued tenancy of the grantee.
- Town Commission approval is required for grant awards that exceed the Town Manager's spending authority.
- All projects must be completed within six (6) months of the grant approval date.

***It is not the intent of the CBIF Grant program to provide for continuing or on-going property maintenance.***

## **CBIF GRANT FOR RESIDENTIAL PROPERTIES**

**NOTE:** *Applicant must be the property owner.*

**APPLICANT/PROPERTY OWNER INFORMATION:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CODE COMPLIANCE CASE NUMBER: \_\_\_\_\_ (if one has already been issued)

### **PROJECT DESCRIPTION:**

*Summarize project to include as much detail about visual and structural improvements. Use additional sheets if necessary.*

[illegible]

**LIST OF PROJECT COSTS (Labor, Materials and Equipment – supply documentation):**

- 1.
- 2.
- 3.
- 4.

TOTAL COST ESTIMATE: \$ \_\_\_\_\_

**FUNDING SOURCES:**

- |                                 |          |
|---------------------------------|----------|
| ▪ CIBF Grant Amount Requested   | \$ _____ |
| ▪ Applicant Contribution Amount | \$ _____ |
| ▪ In-Kind Services Value Amount | \$ _____ |

**INCLUDE THE FOLLOWING ITEMS WITH APPLICATION FORM:**

- Copies of past two (2) years Federal Income Tax Returns
- Copy of Code Enforcement Board/Special Magistrate Order Finding Violation, if already issued (or Copy of Notice of Violation)
- Copy of associated Town Permits, if applicable
- Copies of all project cost estimates (minimum of 3 estimates are required)
- Proof of insurance coverage for property, as applicable

*\*\*Town reserves the right to ask for additional information as may be required\*\**

**PROPERTY OWNER SIGNATURE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

-----

**For Official Use Only:**

Date Application Received: \_\_\_\_\_

Is Application complete?

- ☐ Yes
- ☐ No Additional Information Required: \_\_\_\_\_
- ☐ Date Additional Information Received: \_\_\_\_\_

Was Application approved?

- ☐ Yes  
Amount: \$ \_\_\_\_\_
- ☐ No
- ☐ Yes, with the following conditions: \_\_\_\_\_

COMMENTS:

---

---

---

**TOWN APPROVALS:**

**TOWN MANAGER**

\_\_\_\_\_  
Signature Date

**FINANCE DIRECTOR**

\_\_\_\_\_  
Signature Date

**COMMUNITY DEVELOPMENT DIRECTOR**

\_\_\_\_\_  
Signature Date  
***\*\*Attach Town Commission approval , if applicable\*\****

COMMENTS:

---

---

---



## **Community Beautification Improvement Fund**

### **GRANT PROMISSORY NOTE AND MORTGAGE AGREEMENT**

**Grant Overview/Qualifications/Application Requirements:** See grant application.

**Repayment:** Under this program, you will be asked to give the Town a five (5) year mortgage and promissory note on your home for the amount you receive in assistance for repairs and associated costs. Each year the amount of the mortgage will be reduced by one-fifth of the original value until the mortgage reaches zero. No repayment of the mortgage will be required during the five (5) year period as long as you comply with the requirements of the mortgage. However, the full amount of the mortgage (and any other amounts required by the mortgage) will have to be repaid in the event you default on the mortgage within the first three (3) years, such as if you sell your home or commercial property or transfer of title to your home or commercial property. If you default in years four (4) or five (5) then the amount to be repaid will be the amount due at the time of default. After five (5) years, if you have met the conditions of the mortgage, the Town will issue you a satisfaction of mortgage.

Grants awards of \$10,000 or more will require a ten (10) year mortgage and promissory note and the amount of the mortgage will be reduced by one-tenth of the original mortgage each year. The full amount of the mortgage (and any other amounts required by the mortgage) will have to be repaid in the event you default on the mortgage within the first five (5) years. If you default in years five (5) through ten (10) then the amount to be repaid will be the amount due at the time of default. After 10 years, if you have met the conditions of the mortgage, the Town will issue you a satisfaction of mortgage.

## **PROMISSORY NOTE**

Applicant's Name:

Date:

Place:

Loan Amount:

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the Town of Lake Park, referred to as ("Town"), the sum of \$\_\_\_\_\_ without interest, in lawful money of the United States, at 535 Park Avenue, Lake Park, Florida, or at such other place as the Town may designate in writing. Such amount shall be paid to the Town by . The unpaid principal amount of the Note shall be reduced by \$\_\_\_\_\_ annually beginning on the first (1<sup>st</sup>) year after the date of this Note until said balance is reduced to zero by the end of the five (5) year loan term. If the Borrower fails to occupy the unit as a principal residence, uses the premises for a business other than a home occupation or economic development purpose or transfers ownership within the first five (5) years from date of execution of this Note, this reduction shall become null and void. Upon the sale, transfer or business use of said property within five (5) years from the date of the Note, the principal shall become due and payable on a pro rata basis as stated above.

THE UNDERSIGNED RESERVE(S) the right to repay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove the mortgage on the property securing this Note, provided that the cost of removal of said mortgage plus all other fees involved will be borne by the undersigned.

THE TOWN AND THE UNDERSIGNED severally waive(s) demand, protect and notice of maturity, non-payment or protect and all requirements necessary to hold each of them liable as makers and endorsers.

THE UNDERSIGNED further agree, jointly and severally, to pay all costs of collections including a reasonable attorney's fee in case the principal of this Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

THIS NOTE is secured by a mortgage of the even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in payment of the principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the Town, become immediately due and payable.

MORTGAGOR

---

PROPERTY OWNER

---

## **MORTGAGE**

THIS MORTGAGE executed this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_hereinafter called the mortgagor, to the TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida, a municipal corporation of the State of Florida, hereinafter called Town:

## **WITNESSETH:**

That for good and valuable considerations already received, and also in consideration of the aggregate sum as shown in the promissory note which is attached hereto as Exhibit A, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Town all the certain land (the Property) of which the mortgagor is now seized and in possession situate in Palm Beach County, Florida, to-wit:

## **LEGAL DESCRIPTION**

[LEGAL DESCRIPTION]. According to the Plat thereof on file in the Office of the Clerk of the Circuit Court in for Palm Beach County, Florida, recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

The mortgagor hereby represents that the mortgagor is indefeasibly seized of the property in fee simple; that the mortgagor has good right and lawful authority to mortgage and convey the property as aforesaid; and that if not, then the mortgagor shall take such actions to perfect fee simple title to the property in the Town as may reasonably be

required; that the mortgagor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever; and that the property is free and clear of all encumbrances.

PROVIDED ALWAYS, that upon its transfer or conveyance of the property legally described herein, the mortgagor shall pay unto the Town the amount shown in a certain promissory note attached hereto as Exhibit A.

AND the mortgagor hereby agrees to possess and occupy the property and shall neither lease, sub-lease or otherwise devise or assign the property to any persons or entity during the term of the note and mortgage without the Town's written permission or unless the note is paid in full. The mortgagor hereby further covenants that the property shall not be used for any business or economic development purpose during the term of the note and mortgage.

AND the mortgagor further agrees to pay promptly when due the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature assessed against the property and not to permit, commit or suffer no waste, impairment or deterioration of the property or the improvements thereon at any time; to keep the buildings now or hereafter on the property fully insured in a sum of not less than market value, and in the event any sum of money becomes payable by virtue of such insurance the Town shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any searches, reasonably incurred or paid by the Town because of the failure of the mortgagor to promptly and fully comply with the agreements,

stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants set forth in said note and this mortgage, or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the Town may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

AND the Town and mortgagor agree that the Town may establish a payment schedule for repayment of the sum of the promissory note.

IF any payment is not promptly paid within thirty days, or if each and every agreement, stipulation, condition and covenant of said note and this mortgage, or either, is not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall become, at the option of the Town, become immediately due and payable. Failure by the Town to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

MORTGAGOR MAY at any time prepay, without the payment of any premium, the whole or any part of the indebtedness secured by this mortgage, with accrued interest, on fifteen days prior notice to the Town of his intention to do so, and may at any time anticipate or prepay any amortization required set forth.

MORTGAGOR SHALL not execute any assumption agreement or in any way convey its obligations under this mortgage or note secured hereunder without the prior written consent of Town.

Signed in the presence of:

Witness 1:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Witness 2:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

MORTGAGOR (Owner):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

# PALM BEACH COUNTY INCOME GUIDELINES

Palm Beach County Median Income = \$104,000.00

## 2024 INCOME LIMITS

		1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
<i>This category would be eligible for up to 100% reimbursement</i>	<b>Extremely Low-Income 30% Median</b>	\$22,550	\$25,750	\$28,950	\$32,150	\$36,580	\$41,960	\$47,340	\$52,720
	<b>Very Low-Income 50% Median</b>	\$37,500	\$42,850	\$48,200	\$53,550	\$57,850	\$62,150	\$66,400	\$70,700
<i>These two categories would be eligible for up to a 75% reimbursement</i>	<b>Low-Income 80% Median</b>	\$60,000	\$68,550	\$77,100	\$85,650	\$92,550	\$99,400	\$106,250	\$113,100
	<b>Moderate Income 120% Median</b>	\$90,000	\$102,840	\$115,680	\$128,520	\$138,840	\$149,160	\$159,360	\$169,680

Source: HUD Income Limits are adjusted annually.

Palm Beach County Median Income = \$104,000.00 (effective 4/1/2024)

HUD Released 4/2/2024

*Town reserves the right to modify distribution percentages. The above is a guide. Please inquire within if interested in the Grant.*

*Town of Lake Park Community Development Department  
CommunityDevelopment@LakeParkFlorida.gov or (561)881-3319*