

RESOLUTION 75-09-2024

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SIGN A RESTRICTIVE COVENANT CLAUSE REQUIRED AS PART OF THE PROJECT CLOSEOUT OF THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE STATE OF FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR THE TOWN HALL PRESERVATION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town previously determined that there was a need to replace the existing Town Hall roof with a new roof and to paint and waterproof the existing Town Hall building exterior envelop ("the Improvements"); and

WHEREAS, in early June of 2022, the State of Florida, Department of State, Division of Historical Resources (the "Division") announced a grant award to the Town of Lake Park in the amount of \$325,000.00, with an equal match amount from the Town, for Town Hall Historic Preservation work improvements to include roof replacement and painting and waterproofing to the building envelope.

WHEREAS, on June 24, 2022 the Division provided the Grant Agreement document for execution by the Town of Lake Park; and

WHEREAS, the Division has the authority to issue such a Grant Agreement; and

WHEREAS, the Town Manager has recommended to the Town Commission that it is in the interest of the Town to execute this Grant Agreement (# 23.h.sc.100.018) with the Division.

WHEREAS, now with the work complete, town staff is in the process of the closeout of the project as per the Agreement requirements which include in part, the signing, by the Town, of

a Restrictive Covenants document that provides for considerations by the Town for acceptance and receipt of the grant funds used for the construction of the Town Hall Preservation work.

WHEREAS, the Town Staff has recommended to the Town Commission of the Town that it authorize the Town Manager to this Restrictive Covenant document with the Division of Historical Resources.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Town Manager is hereby authorized and directed to sign the Restrictive Covenant document between the Town and the Division of Historical Resources. A copy of the document is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect immediately upon its execution.

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

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER MICHAEL HENSLEY	<u>/</u>	___
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	___
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution 75-09-24 duly passed and adopted this 18 day of September, 2024.

TOWN OF LAKE PARK, FLORIDA

BY: Roger Michaud
ROGER D. MICHAUD
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY
Brett Lashley

RESTRICTIVE COVENANTS
Project Name: Lake Park Town Historic Hall Restoration
Grant Number: 23.h.sc.100.018

THESE COVENANTS are entered into this 18th day of September, 2024, by the Town of Lake Park, Florida, hereinafter referred to as the Owner, and shall be effective for a period of **ten (10)** years from the date of recordation in **[the Office of the Clerk of the Circuit Court of Palm Beach County, Florida serving as the county recorder provided by law for Palm Beach County, Florida.**

WHEREAS, the Owner is the fee simple titleholder of the Property located at 535 Park Avenue, Lake Park Florida, Palm Beach County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the **Town of Lake Park, Florida** is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of **\$325,000.00**, to be used for the preservation of the Property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the Property is located,

Now THEREFORE, as part of the consideration for the State grant, and in accordance with section 287.05805, Florida Statutes, the **Town of Lake Park, Florida** hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the **Town of Lake Park, Florida** and, if any, its heirs, successors in title, legal representatives and assigns, for a period stated in the preamble above:

1. The **Town of Lake Park, Florida** grants to the Department a security interest in the Property in the amount of \$325,000.00, active for the period stated in the preamble above.
2. The **Town of Lake Park, Florida** agrees to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
3. The **Town of Lake Park, Florida** agrees that no modifications will be made to the Property, other than routine repairs and maintenance and new internments that have no impact on historic features without advance review and approval of the plans and specifications by the Department's Division of Historical Resources.
4. The **Town of Lake Park, Florida** agrees that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
5. The **Town of Lake Park, Florida** agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
6. The Owner agrees to record these covenants with **the Office of the Clerk of the Circuit Court of Palm Beach County, Florida** prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.

7. The **Town of Lake Park, Florida** agrees that these restrictions shall encumber the property for a period of **ten (10)** years from the date of recordation, and that if a restriction is violated within the **ten (10)** year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
 - a. Amortization Schedule for projects involving improvements to Real Property: If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first ten (10).
 - b. Amortization Schedule for Acquisition projects: If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 5% for each year past the first ten (10).


8. If the **Town of Lake Park, Florida** violates any part of these Restrictive Covenants, then the **Town of Lake Park, Florida** will be in default and the Department shall have the right to exercise the following rights:
 - a. The Department shall have the right to declare the liquidated damages described in paragraph 7, plus interest at the statutory rate from the time of the **Town of Lake Park, Florida** receipt of the grant funds, and attorneys' fees and other expenses incurred by the Department in the enforcement of these Restrictive Covenants, to be immediately due and payable without notice or demand on the **Town of Lake Park, Florida**, which notice or demand are hereby expressly waived by the **Town of Lake Park, Florida**, and upon the making of any such declaration, the entire amount shall become immediately due and payable;
 - b. The Department may enforce its security interest in the Property to collect the entire amount described in paragraph 8a. through foreclosure proceedings or any other manner allowed by law;
 - c. In the event of any litigation between the parties under these Restrictive Covenants, the prevailing party shall be entitled to reasonable attorneys', paralegals' and para-professionals' fees and court costs at all trial and appellate levels;
 - d. All cash proceeds received by the Department in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the Department may, in the discretion of the Department, be held by the Department as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the Department of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Department in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the Department against all or any part of the Obligations in such order as the Department shall elect. Any surplus of such payments held by the Department and remaining after payment in full of all of the Obligations shall be paid over to the **Town of Lake Park, Florida** or to whomsoever may be lawfully entitled to receive such surplus. The **Town of Lake Park, Florida** shall remain liable for any obligations remaining unpaid.

9. The Department acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in property owned by the **Town of Lake Park, Florida** are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the Department's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.

10. The **Town of Lake Park, Florida** agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the **Town of Lake Park, Florida** has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:


Witness Signature

Vice Mayor Kimberly Glas-Castro
Witness Name Typed/Printed

535 Park Avenue
Witness Address

Lake Park, Florida 33403
City State Zip


Witness Signature

Bambi McKibbon-Turner
Witness Name Typed/Printed

535 Park Avenue
Witness Address

Lake Park, Florida 33403
City State Zip


OWNER Signature

John D'Agostino Lake Park Town Manager
Owner Name and Title Typed/Printed

535 Park Avenue
Owner Address

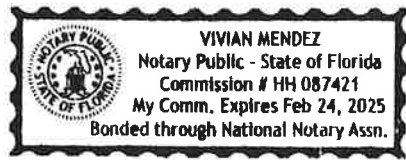
Lake Park, Florida 33403
City State Zip

The State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of August, 2024, by **John D'Agostino** as **Lake Park Town Manager**
(Name) (Type of Authority, e.g., Officer)

for **Town of Lake Park.**
(Name of Corporation/Partnership)

Personally Known OR Produced Identification
Type of Identification Produced _____




Notary Public Signature – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]

[Insert this page when Grant Recipient is not the owner]

WITNESSES:

Witness Signature

GRANT RECIPIENT Signature

Witness Name Typed/Printed

Grant Recipient Name and Title Typed/Printed

Witness Address

Grant Recipient Address

City State Zip

City State Zip

Witness Signature

Witness Name Typed/Printed

Witness Address

City State Zip

The State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____,

by _____ as _____
(Name) (Type of Authority, e.g., Officer)

for _____
(Name of Corporation/Partnership)

Personally Known OR Produced Identification
Type of Identification Produced _____

Notary Public Signature – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]