

RESOLUTION NO. 57-09-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORICAL RESOURCES AND RESTRICTIVE COVENANTS FOR THE TOWN HALL MIRROR BALLROOM FRENCH DOOR RESTORATION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (the “Town”) has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, on May 17, 2017 the Town Commission adopted Resolution 37-05-17 authorizing the Mayor to sign the Florida Department of State Division of Historical Resources Special Category Grant Application for Restoration of the Town Hall Mirror Ballroom French Doors for submittal to the Florida Department of State and in June of 2017 such application was submitted; and

WHEREAS, the Town of Lake Park requested \$60,000.00 from the State of Florida, or half of the Town architect’s construction estimate of \$120,000.00, and the State of Florida awarded the Town of Lake Park \$56,600.00 based on the State’s own, lower, in-house construction estimate of \$113,200.00; and

WHEREAS, as part of the agreement, the Town of Lake Park shall be responsible for a match of \$56,600.00, which is 50 percent of the State’s construction estimate; and

WHEREAS, the Florida Department of State Division of Historical Resources has presented the Town of Lake Park with an Agreement and Restrictive Covenants for such project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Agreement between the Florida Department of State and the Town of Lake Park and the Restrictive Covenants, copies of which are attached hereto and incorporated herein as Exhibit A for the Town Hall Mirror Ballroom French Door Restoration Project.

Section 3. This Resolution shall be effective upon adoption.

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER ANNE LYNCH	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 57-09-18 duly passed and adopted this 19 day of September, 2018.

TOWN OF LAKE PARK, FLORIDA

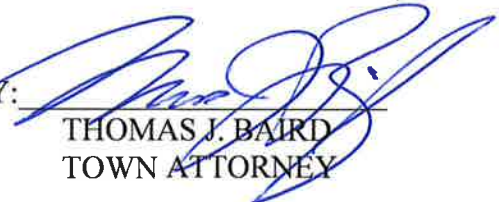
BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
TOWN OF LAKE PARK
19.H.SC.100.107**

This Agreement is by and between the State of Florida Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Town of Lake Park hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 19.h.sc.100.107 for the Project "Mirror Ballroom French Doors Restoration", in the amount of \$56,600.00 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3094A, contained in the 2019 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose:** This grant shall be used exclusively for the "Mirror Ballroom French Doors Restoration", the public purpose for which these funds were appropriated.

a. The Grantee shall perform the following **Scope of Work:**

Grants funds will be used for the restoration of the Town Hall Mirror Ballroom French Doors in the Town of Lake Park, including the repair/replacement of six (6) sets of exterior French doors and six (6) transom windows, including wood stiles, rails, and glass glazing; repair/replacement of six (6) door thresholds and frames, including hardware, flashing, fabric shuttering, and weather stripping; painting of doors and windows; remediation of hazardous materials; permitting fees; and project management, including preparation of bid package.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b. The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

Payment Number	Deliverable Number	Deliverable Description	Documentation	Payment Amount
1	1	The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its	A completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 30 percent of the project completed.	\$16,980

		equivalent, showing at least 30 percent of the project completed.	
2	2	The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 60 percent of the project completed.	A completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 60 percent of the project completed. \$16,980
3	3	The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent, showing 100 percent of the Project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of	A completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent, showing 100 percent of the Project completed, including all retainage amounts paid; submission and acceptance of a Final Project Progress Report that certifies \$22,640

	<p>Deliverables will also be submission and acceptance of a Final Project Progress Report that certifies that all project grant funds and required match have been expended in the way here agreed upon and the Project has been closed out. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.</p>	<p>that all project grant funds and required match have been expended in the way here agreed upon and the Project has been closed out; and a Single Audit Form completed by the Grantee and submitted along with the Final Progress Report prior to final payment.</p>
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c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 7/1/2018 and shall end 6/30/2020 unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Yasha Rodriguez
 Florida Department of State
 R.A. Gray Building
 500 South Bronough Street
 Tallahassee, FL 32399
 Phone: 850.245.6333
 Email: BIHPgrants@dos.myflorida.com

For the Grantee:

Contact: Scherle, Richard

Address: 535 Park Avenue Lake Park Florida, 33403
Phone:
Email: rscherle@lakeparkflorida.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed and documentation evidencing all expenses incurred in achieving the completion of the deliverable. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b. All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf> where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/> **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a. Any advanced funds will be returned to the State of Florida if any Deliverable is not satisfactorily completed.
 - b. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
 - c. If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
 - d. The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 18, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. **Additional Special Conditions.**

Development Projects.

- a. All project work must be in compliance with the Secretary of the Interior's Standards and Guidelines available online at www.nps.gov/tps/standards.htm.
- b. The Grantee shall provide photographic documentation of the restoration activity. The Guidelines document regarding the photographic documentation is available online at <http://dos.myflorida.com/historical/grants/special-category-grants/>.

c. Architectural Services

1. All Projects shall require contracting for architectural/engineering services.
2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

d. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design**;
2. Upon completion of **design development and outline specifications**; and
3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

e. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

f. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

- a. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
- b. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
- c. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
- d. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archeology*.
- e. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the*

Interior's Standards for Archaeological Documentation, and the reporting standards of the Compliance Review Section set forth in Chapter 1A-46, Florida Administrative Code.

10. **Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
 - a. "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
 - b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.
11. **Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by **November 30** in the first year of the grant period, except as allowed below.
 - a. **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be 60 days.
 - b. **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
12. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/ tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.
 - a. **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).
 - b. **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).
 - c. **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).
 - d. **Fourth Project Progress Report** is due by July 30, for the period ending June 30 (first year of the Grant Period).
 - e. **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).
 - f. **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).
 - g. **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).
 - h. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
13. **Matching Funds.** The Grantee is required to provide a \$50,000 or 50% match of the grant amount request, whichever is greater unless exempted, as described in this section. Of the required match, a minimum 25% of the match must be a cash match. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. Projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, may request a reduction of the match amount. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement.
16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 3/10/2011), which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a. Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b. Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;
 - c. Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d. Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
 - e. Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at <http://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf> standards available at <http://www.nps.gov/tps/standards.htm> and http://www.nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;
 - f. Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
 - g. Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
 - h. Entertainment, food, beverages, plaques, awards, or gifts;
 - i. Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
 - j. Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;
 - k. Administrative expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
 - l. Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
 - m. Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);

- n. Capital improvements to non-historic properties; or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);
 - o. Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs and restoration practices associated with the building envelope);
 - p. Accessibility improvements for Religious Properties;
 - q. Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
 - r. Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; planting/sodding required to halt documented erosion; pruning, removal, or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);
 - s. Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates, or sections of these);
 - t. Furniture and Equipment. (a) Expenditures for furniture and equipment including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, computers, cameras, printers, scanners, appliances, case goods (including cabinets, countertops, or bookshelves), new or replacement casework, systems' furniture, portable lighting fixtures, portable sound or projection systems, specialty fixtures and equipment, visual display units, total stations, movable partitions, and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects). (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
 - u. Costs associated with attending or hosting conferences, summits, workshops, or presentations; and
 - v. Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site.
17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records .** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
24. **Noncompliance with Grant Requirements.** Noncompliance with Grant Requirements. Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grantee or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d. The name of the account(s) must include the grant award number;
 - e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
26. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
28. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
29. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c. The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
30. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
32. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
33. **Termination of Agreement.**
- a. Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered

to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- b. Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the cause of partial terminations, the portion to be terminated.
 - c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
36. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no Grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized


aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
 - a. This Agreement
 - b. Estimated Project Budget (Attachment A)
 - c. Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the FY 2018-2019 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State
By: 
Dr. Timothy Parsons, Division Director

9/26/18
Date

Grantee:
By: 
Authorizing Official for the Grantee

Michael Olowke - Mayor
Typed name and title

September 19, 2018
Date

ATTACHMENT A

Estimated Project Budget

Grant Funds	Cash Match	In Kind Match	Description
\$0	\$1,800	\$12,000	Project management, including preparation of bid package
\$0	\$10,800	\$0	Permitting fees
\$0	\$12,000	\$0	Remediation of hazardous materials
\$29,600	\$18,000	\$0	Repair/replacement of six (6) sets of french doors and six (6) transom windows, including wood stiles, rails, and glass glazing
\$10,000	\$2,000	\$0	Repair/replacement of six (6) door thresholds and frames, including hardware, flashing, fabric shuttering, and weather stripping
\$17,000	\$0	\$0	Painting of doors and windows

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 200.425, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.90, 200.64 & 200.70 as revised.

1. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
3. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200.501, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities). (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (l), *Florida Statutes*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year ending after June 30, 2016 and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.fdfs.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A

500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.032. Award Amount: \$56,600.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

RESTRICTIVE COVENANTS
Project Name: Mirror Ballroom French Doors Restoration
Grant Number: 19.h.sc.100.107

THESE COVENANTS are entered into this 19 day of September, 2018, by the **Town of Lake Park**, hereinafter referred to as the Owner, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of Palm Beach County, Florida.

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

WHEREAS, the Owner is a grant recipient and 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 \$56,600.00, 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, the Owner hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner agree that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner agree 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.
4. The Owner agree 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.
5. The Owner agree that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Palm Beach County, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner agree that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

OWNER:

TOWN OF LAKE PARK

Janet Perry
Witness Signature

[Signature]

Michael O'Rourke, Mayor
Town of Lake Park
535 Park Avenue, Lake Park, Florida 33403

Janet Perry
Witness Name Typed/Printed

Janet Miller
Witness Signature

Janet Miller
Witness Name Typed/Printed

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that Michael O'Rourke personally

appeared as Mayor for Town of Lake Park
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

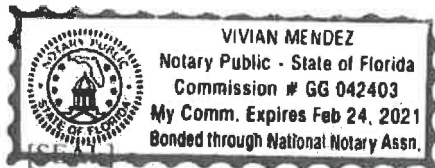
Type of Identification Produced _____

Executed and sealed by me at 20, Florida on September, 2018.

Vivian Mendez
Notary Public in and for

The State of Florida

My commission expires: 2/24/2021



HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE
Version 4.0 1/07

Site #8 PB00198
Field Date May 15, 2017
Form Date June 2, 2017
Recorder #

Original
Update



Shaded Fields represent the minimum acceptable level of documentation.
Consult the Guide to Historical Structure Forms for detailed instructions

Site Name(s) (address if none) Keiser City City Hall
Survey Project Name
National Register Category (please check one) building structure district site object
Ownership: private-profit private-nonprofit private-individual private-nonspecific city county state federal Native American foreign unknown

LOCATION & MAPPING

Address: 535 Park Avenue
Cross Streets (nearest / between) between fifth and sixth streets
USGS 7.5 Map Name LAKE PARK USGS Date
City / Town (within 3 miles) Lake Park In City Limits? yes no unknown County Palm Beach
Township 42S Range 43E Section 21 1/4 section: NW SE NE Irregular-name:
Tax Parcel # 36424220010190010 Landgrant
Subdivision Name Block Lot
UTM Coordinates: Zone 16 17 Easting 592300 Northing 2964360
Other Coordinates: X: Y: Coordinate System & Datum
Name of Public Tract (e.g., park)

HISTORY

Construction Year: 1927 approximately year listed or earlier year listed or later
Original Use Government Offices From (year): 1927 To (year): 2017
Current Use Government Offices From (year): 1927 To (year): 2017
Other Use From (year): To (year):
Moves: yes no unknown Date: Original address
Alterations: yes no unknown Date: Nature Elevators, roof, convert PD to office use
Additions: yes no unknown Date: Nature
Architect (last name first): Builder (last name first):
Ownership History (especially original owner, dates, profession, etc.)

Is the Resource Affected by a Local Preservation Ordinance? yes no unknown Describe Public Hearing April 3, 2000.

DESCRIPTION

Style Mediterranean Revival Exterior Plan T-shaped Number of Stories 2
Exterior Fabric(s) 1 Brick 2 Stucco 3
Roof Type(s) 1 Hip 2 3
Roof Material(s) 1 Barrel tile 2 3
Roof secondary strucs. (domers etc.) 1 2
Windows (types, materials, etc) Wood frame casement impact windows, wood, impact glass,

Distinguishing Architectural Features (exterior or interior ornaments) Rusticated front porch to white stone, jack arches,
Palladian fashion arched windows on second story

Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed) Public library to the east,
police station to the west.

Table with 3 columns: DHR USE ONLY, OFFICIAL EVALUATION, DHR USE ONLY. Rows include NR List Date, SHPO - Appears to meet criteria for NR listing, KEEPER - Determined eligible, and NR Criteria for Evaluation.

DESCRIPTION (continued)

Chimney: No. _____ Chimney Material(s): 1 _____ 2 _____
 Structural System(s): 1 _____ 2 _____ 3 _____
 Foundation Type(s): 1 _____ 2 _____
 Foundation Material(s): 1 _____ 2 _____
 Main Entrance (stylistic details) Arched entranceway with rusticated frontispiece.

Porch Descriptions (types, locations, roof types, etc) _____

Condition (overall resource condition): excellent good fair deteriorated ruinous

Narrative Description of Resource Note Kelsey City City Hall is also known as Lake Park Town Hall. Kelsey City was renamed the Town of Lake Park in 1939 in the hope that a new name and image would foster new development after a decade of decline at the end of the 19th century.

Archaeological Remains _____ Check if Archaeological Form Completed

RESEARCH METHODS (check all that apply)

FMSF record search (sites/surveys) library research building permits Sanborn maps
 FL State Archives/photo collection city directory occupant/owner interview plat maps
 property appraiser / tax records newspaper files neighbor interview Public Lands Survey (DEP)
 cultural resource survey (CRAS) historic photos interior inspection HABS/HAER record search
 other methods (describe) _____

Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed) _____

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? yes no insufficient information

Appears to meet the criteria for National Register listing as part of a district? yes no insufficient information

Explanation of Evaluation (required, whether significant or not; use separate sheet if needed) Kelsey City City Hall is currently listed on the National Register individually and Criterion C.

Area(s) of Historical Significance (see *National Register Bulletin 15*, p. 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)

1. Architectural 3. _____ 5. _____
 2. _____ 4. _____ 6. _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type _____ Maintaining organization _____
 Document description _____ File or accession #'s _____
 2) Document type _____ Maintaining organization _____
 Document description _____ File or accession #'s _____

RECORDER INFORMATION

Recorder Name Ann Rosenthal Affiliation City of Lake Park
 Recorder Contact Information 535 Park Ave., Lake Park, FL 33403; 561-881-3100/3114; arosenthal@lakeparkflorida.gov
 (address / phone / fax / e-mail)

Required Attachments

- 1 USGS 7.5' MAP WITH STRUCTURE LOCATION PINPOINTED IN RED
- 2 LARGE SCALE STREET, PLAT OR PARCEL MAP (available from most property appraiser web sites)
- 3 PHOTO OF MAIN FACADE, ARCHIVAL B&W PRINT OR DIGITAL IMAGE FILE
 If submitting an image file, it must be included on disk or CD AND in hard copy format (plain paper is acceptable).
 Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.



Created by Palm Beach County
AUG 13 2012

36434220010190010



Lake Park Town Hall

2016



Name:
Address:



CFN 20180367567

OR BK 30143 PG 1638
RECORDED 09/25/2018 15:10:38
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1638 - 1643; (6pgs)

1 of 2

RESTRICTIVE COVENANTS
Project Name: Mirror Ballroom French Doors Restoration
Grant Number: 19.h.sc.100.107

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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,

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1. The Owner agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner agree that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner agree 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.
4. The Owner agree 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.
5. The Owner agree that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Palm Beach County, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner agree that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

OWNER:

TOWN OF LAKE PARK

Janet Perry
Witness Signature

[Signature]
Michael O'Rourke, Mayor
Town of Lake Park
535 Park Avenue, Lake Park, Florida 33403

Janet Perry
Witness Name Typed/Printed

Janet R. Miller
Witness Signature

Janet R. Miller
Witness Name Typed/Printed

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that Michael O'Rourke personally
(Name)
appeared as Mayor for The Town of Lake Park
(Officer) (Name of Corporation/Partnership)
known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at 23, Florida on September, 2018.

[Signature]
Notary Public in and for

The State of Florida

My commission expires: 2/24/2021



EXHIBIT A

HISTORICAL STRUCTURE FORM
FLORIDA MASTER SITE FILE
Version 4.0 1/07

Site #0 PB00198
Field Date May 15, 2017
Form Date June 2, 2017
Recorder # _____

Original
 Update



Shaded Fields represent the minimum acceptable level of documentation
Consult the *Guide to Historical Structure Forms* for detailed instructions.

Site Name(s) (address if none) Kelsey City City Hall Multiple Listing (DHR only) _____
Survey Project Name _____ Survey # (DHR only) _____
National Register Category (please check one) building structure district site object
Ownership: private-profit private-nonprofit private-individual private-nonspecific city county state federal Native American foreign unknown

LOCATION & MAPPING

Address: 535 Park Street Number Direction Street Name Street Type Suffix Direction
Avenue
Cross Streets (nearest/between) between fifth and sixth streets
USGS 7.5 Map Name LAKE PARK USGS Date _____ Plat or Other Map _____
City/Town (within 3 miles) Lake Park In City Limits? yes no unknown County Palm Beach
Township 42S Range 43E Section 21 1/4 section: NW SW SE NE Irregular-name: _____
Tax Parcel # 36434228010190010 Landgrant _____
Subdivision Name _____ Block _____ Lot _____
UTM Coordinates: Zone 16 17 Easting 592300 Northing 2964360
Other Coordinates: X: _____ Y: _____ Coordinate System & Datum _____
Name of Public Tract (e.g., park) _____

HISTORY

Construction Year: 1927 approximately year listed or earlier year listed or later
Original Use Government Offices From (year): 1927 To (year): 2017
Current Use Government Offices From (year): 1927 To (year): 2017
Other Use _____ From (year): _____ To (year): _____
Moves: yes no unknown Date: _____ Original address _____
Alterations: yes no unknown Date: _____ Nature Elevators, roof, convert PD to office use
Additions: yes no unknown Date: _____ Nature _____
Architect (last name first): _____ Builder (last name first): _____
Ownership History (especially original owner, dates, profession, etc.) _____

Is the Resource Affected by a Local Preservation Ordinance? yes no unknown Describe Public hearing April 3, 2000.

DESCRIPTION

Style Mediterranean Revival Exterior Plan T-shaped Number of Stories 2
Exterior Fabric(s) 1. Brick 2. Stucco 3. _____
Roof Type(s) 1. Hip 2. _____ 3. _____
Roof Material(s) 1. Barrel tile 2. _____ 3. _____
Roof secondary strucs. (domes etc.) 1 _____ 2 _____
Windows (types, materials, etc) Wood frame casement impact windows; wood, impact glass.
Distinguishing Architectural Features (exterior or interior ornaments) Rusticated frontispiece to imitate stone, jack arches, Palladian fashion arched windows on second story.
Ancillary Features / Outbuildings (record outbuildings, major landscape features; use continuation sheet if needed.) Public library to the east, police station to the west.

DHR USE ONLY		OFFICIAL EVALUATION		DHR USE ONLY	
NR List Date _____	SHPO - Appears to meet criteria for NR listing: <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> insufficient info Date _____ Init _____	KEEPER - Determined eligible: <input type="checkbox"/> yes <input type="checkbox"/> no	NR Criteria for Evaluation: <input type="checkbox"/> a <input type="checkbox"/> b <input type="checkbox"/> c <input type="checkbox"/> d (see National Register Bulletin 15, p. 2)	Date _____	
<input type="checkbox"/> Owner Objection					

DESCRIPTION (continued)

Chimney No. ___ Chimney Material(s): 1. ___ 2. ___
Structural System(s): 1. ___ 2. ___ 3. ___
Foundation Type(s): 1. ___ 2. ___
Foundation Material(s): 1. ___ 2. ___
Main Entrance (stylistic details) Arched entranceway with rusticated frontispiece.

Porch Descriptions (types, locations, roof types, etc.)

Condition (overall resource condition): [] excellent [] good [] fair [] deteriorated [] ruinous

Narrative Description of Resource Note: Kelsey City City Hall is also known as Lake Park Town Hall. Kelsey City was renamed the Town of Lake Park in 1939 in the hope that a new name and image would foster new development after a hurricane in 1928 and stock market crash in 1929.

Archaeological Remains [] Check if Archaeological Form Completed

RESEARCH METHODS (check all that apply)

- [] FMSF record search (sites/surveys) [] library research [] building permits [] Sanborn maps
[] FL State Archives/photo collection [] city directory [] occupant/owner interview [] plat maps
[] property appraiser / tax records [] newspaper files [] neighbor interview [] Public Lands Survey (DEP)
[] cultural resource survey (CRAS) [] historic photos [] interior inspection [] HABS/HAER record search
[] other methods (describe) _____

Bibliographic References (give FMSF manuscript # if relevant, use continuation sheet if needed)

OPINION OF RESOURCE SIGNIFICANCE

Appears to meet the criteria for National Register listing individually? [x] yes [] no [] insufficient information
Appears to meet the criteria for National Register listing as part of a district? [] yes [] no [] insufficient information

Explanation of Evaluation (required, whether significant or not; use separate sheet if needed) Kelsey City City Hall is currently listed on the National Register individually and Criterion C.

Area(s) of Historical Significance (see National Register Bulletin 15, p 8 for categories: e.g. "architecture", "ethnic heritage", "community planning & development", etc.)

- 1. Architecture 3.
2. 4. 5. 6.

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents
1) Document type Maintaining organization
Document description File or accession #'s
2) Document type Maintaining organization
Document description File or accession #'s

RECORDER INFORMATION

Recorder Name Ann Rosenthal Affiliation Town of Lake Park
Recorder Contact Information 535 Park Ave., Lake Park, FL 33403, 861-881-3300/3314, arosentha@lakeparkflorida.us
(address / phone / fax / e-mail)

Required Attachments

- 1 USGS 7.5' MAP WITH STRUCTURE LOCATION PINPOINTED IN RED
2 LARGE SCALE STREET, PLAT OR PARCEL MAP (available from most property appraiser web sites)
3 PHOTO OF MAIN FACADE, ARCHIVAL B&W PRINT OR DIGITAL IMAGE FILE
If submitting an image file, it must be included on disk or CD AND in hard copy format (plain paper is acceptable).
Digital image must be at least 1600 x 1200 pixels, 24-bit color, jpeg or tiff.



Alameda County
June 13, 2017

36434220010190010



Lake Park Town Hall
2016



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law

THIS 25th DAY OF September, 2018

SHARON R. BOCK
CLERK & COMPTROLLER

By Cassandra Powell
DEPUTY CLERK



State of Florida

Chief Financial Officer
Department of Financial Services
Bureau of Accounting
200 East Gaines Street
Tallahassee, FL 32399-0354

Telephone: (850) 413-5519 Fax: (850) 413-5550

Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 59-6000355
IRS Name: TOWN OF LAKE PARK

Address: 535 PARK AVENUE
LAKE PARK, FL
33403-0000

Attention Of: FINANCE
In Care Of: DENA D DAVIS

Business Designation: Government Entity

Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**
2. I am **not** subject to backup withholding because:
 - (a) I am exempt from backup withholding **or**
 - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, **or**
 - (c) the IRS has notified me that I am no longer subject to backup withholding **AND**
3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: DENA D DAVIS
Preparer's Title: CHIEF ACCOUNTANT
Phone: 561-881-3352
Email: DDAVIS@LAKEPARKFLORIDA.GOV

Date Submitted: 04/24/2018