



**CITYPLACE
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
FEBRUARY 28, 2023
4:00 P.M.**

**Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410**

**www.cityplacecdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile**

AGENDA
CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
Chamber of Commerce of the Palm Beaches
401 North Flagler Drive
West Palm Beach, Florida 33401
REGULAR BOARD MEETING
February 28, 2023
4:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 30, 2022 Regular Board Meeting.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Approval of O&M Methodology and Set Public Hearing.....Page 7
 - 2. Consider Resolution No. 2023-01 – Approving an Interlocal Agreement with the Tax Collector for Palm Beach County.....Page 8
 - 3. Consider Approval to Continue to Use the Uniform Method of Collection.....Page 11
 - 4. Consider Approval to Proceed with the Process to Amend the District Boundaries to Reflect the Change in Use at 575 Rosemary.....Page 12
 - 5. Consider Approval of Second Amendment to ROW Improvement and Maintenance Agreement....Page 13
 - 6. Consider Approval of Sixth Amendment to the Interlocal Agreement.....Page 17
 - 7. Consider Approval of C Deck Easement.....Page 23
 - 8. Discussion Regarding Adding Additional Meeting Date
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

Miscellaneous Notices



Published in The Palm Beach Post on February 17, 2023

Location

Palm Beach County,

Notice Text

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the CityPlace Community Development District (the District) will hold a Regular Board Meeting (the Meeting) at 4:00 p.m. on February 28, 2023, in a Conference Room of The Chamber of Commerce of the Palm Beaches located at 401 North Flagler Drive, West Palm Beach, Florida 33401.

The purpose of the Meeting is to take any action on matters which may properly come before the Board. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law relating to community development districts.

A copy of the Agenda for the Meeting may be obtained from the District s website (www.cityplacecdd.org) or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922.

One or more Supervisors may participate by telephone; therefore, at the Meeting location there will be a speaker telephone present so that interested persons can attend the Meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

If any person decides to appeal any decision made with respect to any matter considered at this Meeting, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this Meeting should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the meeting.

Meetings may be cancelled from time to time without advertised notice.

CityPlace Community Development District

www.cityplacecdd.org

8448677 2/17/23

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 30, 2022

A. CALL TO ORDER

District Manager Michael McElligott called the November 30, 2022, Regular Board Meeting of the CityPlace Community Development District to order at 4:08 p.m. at the Chamber of Commerce of the Palm Beaches located at 401 North Flagler Drive, West Palm Beach, Florida 33401.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on November 3, 2022, and November 10, 2022, as legally required.

C. SEAT NEW BOARD MEMBERS

At this point, Mr. Travers was sat as a City Place CDD Board Member being re-elected to his previous held seat. Mrs. Link was re-elected to her seat, but was not present, so she will be emailed an oath to be notarized and brought back to the next meeting.

D. ADMINISTER OATH OF OFFICE & REVIEW BOARD MEMBER RESPONSIBILITIES AND DUTIES

At this point, Mr. Travers was sworn in by Mr. McElligott. Mr. McElligott also briefly explained the responsibilities and duties as a City Place CDD Board Member.

E. ESTABLISH A QUORUM

It was determined that the attendance of Supervisors Stephen Travers, Ken Tuma and Dennis Grady constituted a quorum, and it was in order to proceed with the meeting.

Staff in attendance were: District Manager Michael McElligott of Special District Services, Inc.; and District Counsel Bill Capko of Lewis Longman & Walker, P.A.

Jordan Rathlev with Related Companies was also present.

F. ELECTION OF OFFICERS

All officers were re-elected as they currently serve.

G. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

H. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 30, 2022

There were no comments from the public for items not on the agenda.

I. APPROVAL OF MINUTES

1. September 16, 2022, Regular Board Meeting & Public Hearing

Mr. McElligott presented the minutes of the September 16, 2022, Regular Board Meeting and Public Hearing and without comment, Mr. Tuma **moved**, and Mr. Travers seconded that the minutes of the September 16, 2022, Regular Board Meeting be approved, as presented. That **motion** carried 3 to 0.

J. OLD BUSINESS

There were no Old Business items to come before the Board.

K. NEW BUSINESS

1. Consider Approval of Amendment to B Deck Easement Agreement

Jordan Rathlev with the main development group gave a brief description of the amendment. The amendment is primarily due to new ownership groups coming on board that will require the bifurcation of several existing agreements. District attorney, Mr. Capko, has reviewed the documents and recommends approving them in substantial form, with the final version being signed subject to his review.

After a brief discussion among the Board, there was a **motion** made by Mr. Tuma, with a second by Mr. Travers, to approve the Amendment to B Deck Easement Agreement in substantial form, subject to final review by the District Attorney. That **motion** passed **3-0**.

2. Consider Approval of SDS, Inc. Methodology Agreement

Mr. McElligott explained that the agreement will allow SDS, Inc to prepare an O&M Methodology to bring back to the Board for final approval at the February meeting. This will allow the District to collect the O&M assessments on the assessment roll.

After a brief discussion, a **motion** was made by Mr. Tuma, seconded by Mr. Travers to approve the SDS, Inc. Methodology Agreement, as presented, and the **motion** carried **3 to 0**.

3. Discussion Regarding Proposed “C” Garage Exclusive Easement

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Jordan Rathlev of Related Companies presented this item. He stated that these easements were similar to the ones the Board approve for the Delta Garage. It will require the District to obtain an appraisal, similar to the one they had done for the Delta Garage.

After a brief discussion, a **motion** was made by Mr. Tuma, seconded by Mr. Travers to authorize District staff to obtain the needed appraisal. The **motion** carried **3 to 0**.

4. Discussion Regarding Existing “D” Garage Exclusive Easement and Proposed Use of Proceeds

Jordan Rathlev gave a brief description of the item. There was some discussion about the garage and how the garage revenue flows through the District budget. There was no action required today, and this item will be coming back to the Board in the future.

5. Consider Approval of Amendment to West Parking Lease and Corresponding Memorandum of Lease

Jordan Rathlev gave a brief description of the item. Similar to the discussion before, the changes are primarily due to new ownership groups coming on board that will require the bifurcation of several existing easements and agreements. District attorney, Mr. Capko, has reviewed the documents and recommends approving them in substantial form, with the final version being signed subject to his review.

After a brief discussion among the Board, there was a **motion** by Mr. Tuma, with a second by Mr. Travers, to approve the Amendment to West Parking Lease and Corresponding Memorandum of Lease in substantial form, subject to final review by the District Attorney. That **motion** passed **3-0**.

6. Consider Approval of Amendment to East Parking Lease and Corresponding Memorandum of Lease

Jordan Rathlev gave a brief description of the item. Similar to the discussion before, the changes are primarily due to new ownership groups coming on board that will require the bifurcation of several existing easements and agreements. District attorney, Mr. Capko, has reviewed the documents and recommends approving them in substantial form, with the final version being signed subject to his review.

After a brief discussion among the Board, there was a **motion** by Mr. Tuma, with a second by Mr. Travers, to approve the Amendment to East Parking Lease and Corresponding Memorandum of Lease in substantial form, subject to final review by the District Attorney. That **motion** passed **3-0**.

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7. Consider Approval of Amendment to Plaza Lease and Corresponding Memorandum of Lease

Jordan Rathlev gave a brief description of the item. Similar to the discussion before, the changes are primarily due to new ownership groups coming on board that will require the bifurcation of several existing easements and agreements. District attorney, Mr. Capko, has reviewed the documents and recommends approving them in substantial form, with the final version being signed subject to his review.

After a brief discussion among the Board, there was **a motion** by Mr. Tuma, with a second by Mr. Travers, to approve the Amendment to Plaza Lease and Corresponding Memorandum of Lease in substantial form, subject to final review by the District Attorney. That **motion** passed **3-0**.

8. Consider Approval of Amendment to CDD's Management Agreement with Related Urban Management Southeast

Jordan Rathlev gave a brief description of the item. Similar to the discussion before, the changes are primarily due to new ownership groups coming on board that will require the bifurcation of several existing easements and agreements. District attorney, Mr. Capko, has reviewed the documents and recommends approving them in substantial form, with the final version being signed subject to his review.

After a brief discussion among the Board, there was **a motion** by Mr. Tuma, with a second by Mr. Travers, to approve the CDD's Management Agreement with Related Urban Management Southeast in substantial form, subject to final review by the District Attorney. That **motion** passed **3-0**.

M. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

N. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

O. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 4:19 pm. on a **motion** from Mr. Travers, seconded by Mr. Tuma and the **motion** carried **3 to 0**.

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 30, 2022

Secretary/Assistant Secretary

Chair/Vice-Chair

**CONSIDER APPROVAL OF
O&M METHODOLOGY AND
SET PUBLIC HEARING**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

RESOLUTION NO. 2023-01

**A RESOLUTION OF THE CITYPLACE COMMUNITY
DEVELOPMENT DISTRICT APPROVING AN
INTERLOCAL AGREEMENT WITH THE TAX
COLLECTOR FOR PALM BEACH COUNTY**

WHEREAS, the CityPlace Community Development District (“District”) is authorized to levy non-ad valorem assessments and to have such assessments placed on Palm Beach County property tax bills by the Tax Collector pursuant to Sections 197.3631 and 197.3632, Florida Statutes; and

WHEREAS, in order to implement such billing and collection procedures it is necessary for the District to enter into an agreement with the Tax Collector for Palm Beach County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE CITYPLACE COMMUNITY DEVELOPMENT DISTRICT THAT:**

Section 1. The Interlocal Agreement with the Tax Collector for Palm Beach County attached hereto as Exhibit “A” is approved and adopted.

Section 2. The Chairperson and Secretary of the District are authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 28th day of February, 2023.

ATTEST:

**CITYPLACE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into this ____ day of _____, 2023 by and between **Anne M. Gannon as Constitutional Tax Collector for Palm Beach County** (the “**Tax Collector**”), and the **City Place Community Development District** (the “**District**”), for the levy and collection of a non-ad valorem special assessment to be levied upon certain real properties as follows:

1. The District shall meet all the requirements of Florida Statutes 197.3631 and 197.3632 for the implementation of the District’s non-ad valorem assessment billing.
2. Upon the performance by the District of its requirements in compliance with the above statutes and this Agreement, the Tax Collector agrees to implement the District’s non-ad valorem assessments billing and collection.
3. The District further agrees that it shall provide to the Tax Collector compensation for the actual cost of collecting these non-ad valorem assessments as provided in Florida Statutes (F.S. Section 197.3632(8)(c)). Since the actual costs of collection cannot be precisely determined, the parties agree that one percent (1%) of total collections will be considered the costs.
4. This Agreement shall be in effect for the tax year 2022 and subsequent years thereafter unless canceled by either the City or the Tax Collector by giving notice in writing to the other by January 10th.
5. This Agreement may be modified by both parties in writing provided such modifications are agreed upon prior to any notice of termination.
6. This Agreement shall be changed, modified, or amended in writing as necessary to conform with any new statutory requirements when and if enacted into law.
7. Subject to the provisions and limitations of Florida Statute 768.28, the City shall indemnify and save harmless and defend the Tax Collector, its agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any misconduct, improper action, negligent act, or omission of the City, its servants, or employees in the performance of services under this Agreement. The City acknowledges that the Tax Collector is entering this Agreement without any determination that the City is legally authorized or qualified to assess these non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes, determine the legality of the assessment, or determine the constitutionality of any lien resulting from nonpayment of the assessment.
8. **Notice**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to the City:

With a copy to:

City Place Community Development District
Attn:

If to the Tax Collector:

With a copy to:

Honorable Anne M. Gannon
Constitutional Tax Collector,
Serving Palm Beach County
301 North Olive Avenue, Third Floor
West Palm Beach, Florida 33401

Carmen Richardson,
Director, Finance and Budget Dept.
301 North Olive Avenue, Third Floor
West Palm Beach, Florida 33401

IN WITNESS HEREOF, the parties have executed this Agreement by their respective duly authorized officers or representatives.

ATTEST:

City Place Community Development District

NAME_____

BY: _____
(Authorized Signature for City)

Name: _____

Title: _____

Date Signed: _____

ATTEST:

PALM BEACH COUNTY TAX COLLECTOR

NAME_____

BY: _____
Anne M. Gannon, Tax Collector

Date Signed: _____

Approved as to form and legal sufficiency:

Signature: _____ Date Signed: _____

Hampton C. Peterson, Esq.
General Counsel
Palm Beach County Tax Collector

Tax Roll Coordinator
301 North Olive Avenue, 5th Floor
West Palm Beach, Florida 33401
(561)355-2681 Fax: (561)355-3963
Email: dmanioti@pbcgov.org



Gary R. Nikolits, CFA
Palm Beach County
Property Appraiser

December 7, 2022

Michael McElligott – District Manager
City Place Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

Ref: City Place CDD
"To Continue to Use the Uniform Method of Collection"

Dear Mr. McElligott,

In accordance with Fla. Stat. §197.3632(3)(a), your request for an extension of time to make a determination regarding the resolution for Continuing to Use the Uniform Method of Collection has been granted until March 1, 2023.

Please make sure your public hearing does not extend no later than March 1, 2023, and the resolution is mailed or emailed to the Property Appraiser's Office by March 10, 2023. If you need further assistance, please call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Constantine Dino Maniotis", is written over a horizontal line.

Constantine Dino Maniotis, CFE
Tax Roll Coordinator

cc: John Enck, GIS Director, Property Appraiser's Office

**CONSIDER APPROVAL TO PROCEED
WITH THE PROCESS TO AMEND
THE DISTRICT BOUNDARIES TO
REFLECT THE CHANGE IN USE
AT 575 ROSEMARY**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

This Instrument Prepared by
And Should Be Returned to:

CITY OF WEST PALM BEACH
Office of the City Attorney
401 Clematis Street
West Palm Beach, FL 33401

**SECOND AMENDMENT TO RIGHT-OF-WAY
IMPROVEMENT AND MAINTENANCE AGREEMENT**

Contract No. 21654
City Resolution No. ____-22
CRA Resolution No. 22-____

THIS SECOND AMENDMENT to that RIGHT-OF-WAY IMPROVEMENT AND MAINTENANCE AGREEMENT (herein, this "Second Amendment") is made by and between the CITY OF WEST PALM BEACH, a municipal corporation of the State of Florida (together with its successors and assigns, the "City"), having an address of 401 Clematis Street, West Palm Beach, Florida 33401, and CITYPLACE COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district established pursuant to Chapter 190 of Florida Statutes (together with its successors and assigns, the "District") joined by the WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (together with its successors and assigns, the "CRA"), for the purposes stated in that Agreement dated December 27, 2018 (the "Original ROW Agreement") (the City, District and CRA shall each be referred to herein as a "Party" and collectively be referenced as the "Parties").

WHEREAS, any capitalized term used in this Second Amendment and not otherwise defined shall have the meaning ascribed to such term in the ROW Agreement (as defined below) or in the Trust Indenture (as defined below); and

WHEREAS, the Original ROW Agreement has been amended by that certain First Amendment to Right-of-Way Improvement and Maintenance Agreement dated September 16, 2019 (the "First Amendment" and, together with the Original ROW Agreement, the "ROW Agreement");

WHEREAS, the District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 2380 90, enacted by the City Commission of the City on March 26, 1990, as supplemented by Ordinance No. 3182-98, enacted by the Commission on September 21, 1998, as further amended and supplemented by Ordinance No. 3396-01, enacted by the Commission on January 22, 2001 to manage and finance capital infrastructure constituting basic community development facilities and services within its boundaries, as authorized under the Act; and

WHEREAS, the City and the District previously agreed in the ROW Agreement that the District shall maintain the portion of the rights-of-way impacted by the Improvements, as more fully set forth therein, for so long as the ROW Agreement remains in effect; and

WHEREAS, pursuant to the ROW Agreement, the City and CRA acknowledged that a material inducement for the District to enter into the ROW Agreement was the ability of the District

to use excess Increment Revenues (as such term is defined in the herein defined Trust Indenture) pursuant to Section 15 of the Original ROW Agreement; and

WHEREAS, the Parties wish to memorialize and agree that the Excess Increment Revenues (as hereinafter defined) will be applied as provided pursuant to this Second Amendment; and

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by Reference.

2. Based on the foregoing, Section 15 of the Original ROW Agreement is amended and restated in its entirety as follows:

15. Excess Increment Revenue.

The Parties acknowledge that the First Supplement Trust Indenture dated as of April 1, 2012 between the District and the Trustee (the "First Supplemental Indenture") provides that the CRA pay Increment Revenues to the Trustee as part of the Pledged Revenues, which are security for payment of principal, redemption price, and interest on the Series 2012 Bonds as provided in the Trust Indenture and the Interlocal Agreement, as amended.

As used in this section, Excess Increment Revenue is defined as any excess Increment Revenues on deposit in the Series 2012 Revenue Account as determined by the Trustee as provided in Article IV, Section 4.01(b) of the First Supplemental Indenture. After the Series 2012 Bonds are retired, Excess Increment Revenue is defined as any available moneys transferred by the Trustee to the District pursuant to the Sixth clause of Section 4.02 of the Second Supplemental Trust Indenture dated September 1, 2018, between the District and the Trustee for deposit in the District's general fund after satisfying its annual maintenance and operating costs and is proposed to be transferred to a third party as provided in subsection (b) below.

(a) While the Series 2012 Bonds are outstanding, upon receipt of Excess Increment Revenue, the CRA shall determine if the Excess Increment Revenue received from the Trustee is needed to pay debt service on any bonds or other indebtedness of the CRA, to fund deposits to any debt service reserve accounts or to make payments to any providers of reserve account insurance policies relating to such debt service reserve accounts or to pay other obligations relating to such bonds or other indebtedness ("Required Agency Payments"). The CRA transfer any Excess Increment Revenue remaining after satisfying all Required Agency Payments to the District to be used to offset the operating and maintenance costs for public improvements by the District and any other lawful purpose of the District, as determined by the District, no later than March 15th each year, commencing March 15, 2023.

(b) The City and the CRA acknowledge that for as long as the District's Special Assessment Convertible Capital Appreciation Bonds, Series 2018 (the "2018 Bonds") remain outstanding, Wells Fargo Bank, National Association, as the current trustee for the owners of the 2018 Bonds (the "Trustee"), shall, each calendar year, after making the required deposits pursuant to the terms and provision of that certain Master Trust Indenture dated as of April 1, 2012 by and between the District and the Trustee, as supplemented by the Second Supplemental

Trust Indenture dated as of September 1, 2018 (collectively, the "Trust Indenture") to pay debt service on the 2018 Bonds for that calendar year, retain 1/12th of any excess Increment Revenues (as defined in the Trust Indenture) in the Series 2018 Revenue Fund (as defined in the Trust Indenture), and transfer the balance to the District. The District shall deposit such balance into its general fund to be used for any lawful District purpose, including without limitation, any annual operating and maintenance costs for public improvements owned by the District and/or for the Improvements required to be maintained pursuant to the ROW Agreement and this Second Amendment. Should any Excess Increment Revenue remain after fulfilling the obligations under the Original ROW Agreement, the District may expend the funds for any other lawful District purpose provided the use is consistent with those permitted under Chapter 163, Part III, Florida Statutes, the Amended and Restated Community Redevelopment Plan for the Expanded City Center Area as more fully set forth in the Sixth Amendment to Interlocal Agreement Among City of West Palm Beach, Florida, West Palm Beach Community Redevelopment District and the Cityplace Community Development District, or any other lawful purpose, as determined by the District, for purposes of undertaking and carrying out redevelopment and related activities within the Project Area, as such term is used in the Interlocal Agreement, as amended.

3. Entire Agreement. Except to the extent the ROW Agreement is modified by this Second Amendment, the terms and provisions of the ROW Agreement remain unmodified and in full force and effect. In the event of a conflict between the terms of the ROW Agreement and this Second Amendment, the terms of this Second Amendment shall govern and prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.

ATTEST:

CITY OF WEST PALM BEACH, a municipal corporation of the State of Florida

City Clerk

By: _____
Keith A. James, Mayor

City Attorney's Office
Approved as to form and legality
By: _____

Date: _____

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

By: _____
Name: _____
Title: _____
Date: _____

WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

By: _____
Name: _____
Title: _____
Date: _____

22-21654.002.1.26.22.klr

**SIXTH AMENDMENT TO
INTERLOCAL AGREEMENT
AMONG
CITY OF WEST PALM BEACH, FLORIDA
WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
RELATING TO
CITYPLACE REDEVELOPMENT PROJECT
DATED AS OF MARCH XX, 2023**

SIXTH AMENDMENT TO INTERLOCAL AGREEMENT

WPB No. 20806.001

This Sixth Amendment to Interlocal Agreement (the “Sixth Amendment”), which shall become effective when executed by all of the parties hereto, is made among the **City of West Palm Beach**, Florida (the “City”), a municipal corporation, the **West Palm Beach Community Redevelopment Agency** (the “Agency”), a public body corporate and politic under the laws of the State of Florida established pursuant to Part III of Chapter 163, Florida Statutes, as amended (the “Agency Act”), and the **CityPlace Community Development District** (the “District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, as amended (the “District Act”).

WITNESSETH:

WHEREAS, the parties hereto have previously executed, delivered and filed with the Clerk of Circuit Court of Palm Beach County, Florida an Interlocal Agreement, dated October 9, 1998 (the “Original Interlocal Agreement”); and

WHEREAS, the Original Interlocal Agreement was amended by that certain First Amendment to Interlocal Agreement dated December 2, 1998 (the “First Amendment”), by that certain Second Amendment to Interlocal Agreement dated March 8, 1999 (the “Second Amendment”), by that certain Third Amendment to Interlocal Agreement dated as of March 1, 2012 (the “Third Amendment”) by that certain Fourth Amendment to Interlocal Agreement dated as of June 1, 2018 (the “Fourth Amendment”) and by that certain Fifth Amendment to Interlocal Agreement dated as of September 1, 2018 (the “Fifth Amendment” and, together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Original Interlocal Agreement, the “Interlocal Agreement”); and

WHEREAS, unless a definition set forth in the Interlocal Agreement is otherwise modified by this Sixth Amendment, any capitalized term used herein and not otherwise defined, shall have the meaning ascribed to such term in the Interlocal Agreement; and

WHEREAS, on December 27, 2018, the parties executed and delivered a Right-of-Way Improvement & Maintenance Agreement as amended by that certain First Amendment to Right-of-Way Improvement and Maintenance Agreement dated September 16, 2019, and by that Second Amendment to Right-of Way Improvement and Maintenance Agreement dated [xxxxx, 2023, (the “Right-of-Way Agreement”); and

WHEREAS, the Cityplace Community Development District and Wells Fargo Bank, National Association as Trustee entered into a Master Trust Indenture dated April 1, 2012; a First Supplemental Trust Indenture dated April 1, 2012; and a Second Supplemental Trust Indenture dated October 1, 2018, (the “Trust Indenture”); and

WHEREAS, the parties believes it necessary to make certain clarifications in the Interlocal Agreement as it pertains to expenditure of Excess Increment Revenue identified and referenced in the Right-of-Way Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the City, the Agency and the District hereby further covenant and agree as follows:

SECTION 1: RECITALS. The recitals hereto are true and correct and are hereby incorporated herein by reference.

SECTION 1: AMENDMENT TO ARTICLE IV. Article IV, Public Improvements; Revenue Bonds of the Interlocal Agreement is amended and supplemented to add Section 4.05 which shall read as follows:

SECTION 4.05. EXCESS INCREMENT REVENUE.

(a) The parties have executed the Right-of-Way Agreement which outlines the duties and responsibilities of the parties. The provisions of this section shall apply to Excess Increment Revenue, as defined in the Right-of-Way Agreement, which is not needed by the Agency to satisfy its obligations. After the District satisfies its obligations identified in the Right-of-Way Agreement and before the District's disbursement of Excess Increment Revenue, it will submit a report to the Agency as required in subsections (b), (c), and (d) below.

(b) District Annual Reporting. To accurately summarize the amount of Excess Increment Revenue, the District shall submit an annual report to the Agency that provides the following information:

(1) The total amount of the Excess Increment Revenue available to the District after it has satisfied its obligations identified in the Right-of-Way Agreement together with the source of funds used to satisfy those.

(c) Required Agency Approval of Proposed Disbursement. In the event that the District does not utilize any Excess Increment Revenue for purposes of undertaking and carrying out redevelopment and related activities within the Project Area for any lawful purpose, including those outlined in Exhibit A, the District shall submit a summary of any additional proposed expenditures, its authority to make the expenditure, and a summary of the benefits derived as a result of the expenditure of the Excess Increment Revenue. The District has determined that the proposed uses of the Excess Increment Revenue identified in Exhibit A are lawful. Upon receipt of the summary of proposed expenditures, the Agency's executive director will review the proposed expenditures to ensure that the use of the funds is consistent with the Agency Redevelopment Plan and the Agency Act. Once the review is complete, the item and recommendations will be scheduled for review by the City of West Palm Beach Community Redevelopment Agency Board. If approved, the District shall have the authority to disburse the remaining Excess Increment Funds for use as approved by the Agency.

(d) Disbursed Excess Increment Funds Reporting. On or before the 12th month following each consideration of proposed disbursement by the Agency for that period in which the Series 2012 Bonds are outstanding, the District shall provide the Agency with documentation which evidences how the funds were used.

On or before the 12th month following each consideration of proposed disbursement by the District, for that period of time when the District's Special Assessment Convertible Capital Appreciation Bonds, Series 2018 are outstanding, the District shall provide the Agency with documentation which evidences how the funds were used.

(e) In the event that approval is required and the funds are not used as approved by the Agency, the Agency may withhold approval for future disbursement of Excess Increment Revenue.

SECTION 2: RECORDING. Any authorized officer of the Agency is hereby authorized and directed, after approval of this Sixth Amendment by the respective governing bodies of the City, the Agency and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Sixth Amendment with the Clerk of the Circuit Court of Palm Beach County, Florida, for recording in the Public Records of Palm Beach County, Florida in accordance with the requirements of the Cooperation Act.

Except as herein amended, the provisions of the Interlocal Agreement unaffected hereby are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Sixth Amendment as of the date set forth below.

ATTEST:

**WEST PALM BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
City Clerk

By: _____
Keith A. James, Chair

CRA Counsel's Office
Approved as to form and legality

Date: _____, 2022

By: _____

ATTEST:

CITY OF WEST PALM BEACH

By: _____
City Clerk

By: _____
Keith A. James, Mayor

City Attorney's Office
Approved as to form and legality

By: _____

ATTEST:

**CITYPLACE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

As determined by the District and for purposes of undertaking and carrying out redevelopment and related activities within the Project Area, Excess Increment Revenue may be utilized for the following:

- Gap financing for the development associated with affordable or workforce housing;
- Creation of public space improvements inclusive of shared parking facilities;
- Mobility and traffic solutions;
- Incentives for new job creation and above market tenant allowance or concessions required to attract new businesses to West Palm Beach;
- On-going maintenance, programming and repair costs associated with new public space improvements, public right of ways and shared parking garages;
- Public Art; and
- Incentives for development that attracts tourism.

**CONSIDER APPROVAL
OF C DECK EASEMENT**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**