



**CITYPLACE
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
SPECIAL BOARD MEETING
OCTOBER 2, 2024
9:00 A.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
Conference Room of Lewis Longman & Walker, P.A.,
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, Florida 33401
SPECIAL BOARD MEETING
October 2, 2024
9:00 a.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. July 22, 2024 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Approval of Amendment to Agreement of Lease – East Parking Facilities.....Page 5
 - 2. Consider Approval of Amendment to Memorandum of Lease – East Parking Facilities.....Page 8
 - 3. Consider Approval of Amendment to Property Management Agreement.....Page 14
 - 4. Consider Resolution No. 2024-04 – Adopting Goals and Objectives.....Page 18
 - 5. Consider Appointment of Audit Committee & Approval of Evaluation Criteria.....Page 21
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SPECIAL BOARD MEETING

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the CityPlace Community Development District (the District) will hold a Special Board Meeting (the Meeting) at 9:00 a.m. on October 2, 2024, in a Conference Room of the Offices of Lewis, Longman & Walker, P.A. located at 360 S. Rosemary Avenue, Suite 1100, 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 Districts 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 ensure 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
9/24/24 10589688

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
JULY 22, 2024

A. CALL TO ORDER

District Manager Michael McElligott called the July 22, 2024, Regular Board Meeting of the CityPlace Community Development District to order at 4:00 pm at the offices of Lewis Longman & Walker, P.A at 360 S Rosemary Avenue, suite 1100, 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 July 2, 2024, and July 9, 2024, as legally required.

C. ESTABLISH A QUORUM

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

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

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. June 21, 2024, Regular Board Meeting

Mr. McElligott presented the minutes of the June 21, 2024, Regular Board Meeting and without changes, Mr. Travers **moved**, and Mr. Grady seconded that the minutes of the June 21, 2024, Regular Board Meeting be approved, as presented. The **motion** carried **4-0**.

G. Public Hearing

The Public Hearing was opened at 4:04 pm.

1. Proof of Publication

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
JULY 22, 2024

Mr. McElligott opened the public hearing and provided proof of publication that the Public Hearing had been published in *The Palm Beach Post* on July 2, 2024, and July 9, 2024, as legally required.

2. Receive Public Comment on Fiscal Year 2024/2025 Final Budget

Mr. McElligott presented the budget after which there was no public comment.

3. Consider Resolution No. 2024-02 – Adopting a Fiscal Year 2024/2025 Final Budget

Mr. McElligott introduced Resolution No. 2024-02, entitled:

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITYPLACE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2024/2025 BUDGET.

Mr. McElligott gave an overview of the budget. Mr. McElligott explained that they were expecting higher excess revenues than in prior years and it was determined that the O&M assessments would not be going on the tax bill this year. After a brief discussion, Mr. Tuma **moved** approval of Resolution No. 2024-02, as presented, seconded by Mr. Travers. The **motion** carried **4-0**.

H. OLD BUSINESS

There was no old business.

I. NEW BUSINESS

1. Consider Resolution No. 2024-03 – Adopting a Fiscal Year 2024/2025 Meeting Schedule

Mr. McElligott introduced Resolution No. 2024-03, entitled:

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CITYPLACE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDED AN EFFECTIVE DATE.

Mr. McElligott presented the proposed 2024/2025 meeting schedule. After looking at the dates, there were no suggested changes. Mr. Travers then **moved** approval of Resolution No. 2024-03 as presented, with a second from Mr. Grady. The **motion** carried **4-0**.

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
JULY 22, 2024

I. ADMINISTRATIVE MATTERS

Mr. McElligott reminded everyone about filing their Form 1. Mr. McElligott reminded the Board of the newly required ethics training. There was a request for Mr. McElligott to send an email with links to the ethics training videos on the SDS, Inc website.

J. BOARD MEMBER COMMENTS

There were no Board member comments.

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K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 4:10 pm. on a **motion** from Mr. Tuma, seconded by Mr. Grady, and the **motion** carried **4-0**.

Secretary/Assistant Secretary

Chair/Vice-Chair

**PARTIAL ASSIGNMENT, ASSUMPTION, AND SIXTH AMENDMENT TO
AGREEMENT OF LEASE – EAST PARKING FACILITIES**

THIS PARTIAL ASSIGNMENT, ASSUMPTION, AND SIXTH AMENDMENT TO AGREEMENT OF LEASE – EAST PARKING FACILITIES (this “**Amendment**”) is made effective as of _____, 2024 (the “**Effective Date**”), by and among **CITYPLACE RETAIL, L.L.C.**, a Delaware limited liability company (“**CP Retail**”), **C BLOCK DEVELOPMENT, LLC**, a Delaware limited liability company (“**C Block Owner**”), and **CITYPLACE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district established pursuant to Chapter 190 of Florida Statutes (the “**District**”).

RECITALS:

A. CP Retail (as successor-in-interest to the West Palm Beach Community Redevelopment Agency), as landlord, and the District, as tenant, are parties to that Agreement of Lease – East Parking Facilities executed October 9, 1998 but made effective as of April 15, 1998, as amended by First Amendment dated November 2, 1998, Second Amendment dated October 26, 1999, Third Amendment dated June 5, 2006, Corrective Third Amendment dated March 7, 2011, Fourth Amendment dated as of October 11, 2018, and Fifth Amendment dated retroactively effective to December 21, 2018 (collectively, and as further amended from time to time, the “**Lease**”).

B. Simultaneously with the execution of this Amendment, CP Retail has conveyed its fee simple interest in a portion of the Premises comprising the “C Deck Garage” or “C Block Garage” located within Tract C of CityPlace Plat No. 1 (the “**C Deck Premises**”) to C Block Owner, with CP Retail remaining the fee simple owner of that portion of the Premises comprising the “B Deck Garage” or “B Block Garage” located within Tract B of CityPlace Plat No. 1 (the “**B Deck Premises**”).

C. By this Amendment, CP Retail is assigning all of its right, title, and interest in, to, and under the Lease with respect to the C Deck Premises to C Block Owner, and C Block Owner is assuming all of the obligations of CP Retail under the Lease accruing from and after the Effective Date.

D. CP Retail, C Block Owner, and the District desire to amend the Lease to, among other things, account for the terms, rights, remedies, obligations, and liabilities applicable to the landlord under the Lease to apply separately as to CP Retail with respect to the B Deck Premises and C Block Owner with respect to the C Deck Premises

NOW, THEREFORE, it is hereby mutually covenanted and agreed by and between the parties hereto that this Amendment is made upon the terms, covenants and conditions hereinafter set forth.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Lease.
3. CP Retail hereby assigns all of its right, title, and interest, in, to, and under the Lease with respect to the C Deck Premises to C Block Owner, and C Block Owner hereby accepts the foregoing assignment and agrees to assume all of the obligations of CP Retail under the Lease with respect to the C Deck Premises accruing from and after the Effective Date.
4. CP Retail, as the fee simple owner of the B Deck Premises, is the landlord under the Lease with respect to the B Deck Premises for all purposes. C Block Owner, as the fee simple owner of the C Deck Premises, is the landlord under the Lease with respect to the C Deck Premises for all purposes. Accordingly, to the extent that the terms “**CRA**”, “**Agency**”, or “**Owner**” or “**landlord**” are used under the Lease, on a going forward basis, such terms shall refer to CP Retail to the extent that the Lease and the applicable provisions apply to the B

Deck Premises and shall refer to C Block Owner to the extent that the Lease and the applicable provisions apply to the C Deck Premises. All terms, rights, remedies, obligations, and liabilities applicable to the landlord under the Lease shall hereinafter apply to CP Retail and C Block Owner independently of one another to the extent applicable as to the B Deck Premises and the C Deck Premises, respectively. For clarity, but without limiting the generality of the foregoing, CP Retail and C Block Owner may independently exercise any rights and remedies afforded to the landlord under the Lease, shall not be liable for any obligations or liabilities of the other arising under the Lease, and may amend the Lease by written agreement solely with the District to the extent that the modified terms solely affect their respective premises (provided, that, the other landlord shall be provided a copy of such amendment upon execution). If at any time the Lease expires or is terminated as to all of the B Deck Premises or C Deck Premises but not the other, then the Lease shall continue as to the remaining portion of the Premises with only the fee simple owner of that portion of the Premises being the landlord under the Lease.

5. All notices to be given to CP Retail or C Block Owner under the Lease as landlord with respect to the B Deck Premises and C Deck Premises, respectively, shall be directed to the applicable entity and sent to 360 S. Rosemary Avenue, Suite 800, West Palm Beach, Florida 33401, with a copy to Shutts & Bowen, LLP, 525 Okeechobee Blvd., Suite 1100, West Palm Beach, Florida 33401, Attn: Adam I. Bregman, Esq.
6. CP Retail and/or C Block Owner shall have the right to obtain any insurance that the District would otherwise be required to obtain under the Lease (as well as any greater amounts or types of coverages) for the B Deck Premises or C Deck Premises, respectively, on the District's behalf, so long as the District is named as the loss payee or additional insured thereunder (as applicable given the type of insurance). The proceeds of any insurance obtained by CP Retail and/or C Block Owner on the District's behalf shall be utilized in accordance with the terms of the Lease in the same manner as if the applicable insurance policy had been carried by the District directly. CP Retail's and/or C Block Owner's decision to obtain any insurance on behalf of the District shall not be construed to impute any liability on CP Retail or C Block Owner or otherwise constitute a waiver of any of the District's other obligations under the Lease.
7. This Amendment modifies the Lease. In the event of any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. All other terms and conditions of the Lease not specifically modified hereby shall remain as originally contained therein and in full force and effect and the parties ratify and confirm the terms of the Lease as modified by this Amendment.
8. The agreements, terms, covenants and conditions herein shall be binding upon and inure to the benefit of CP Retail, C Block Owner, and the District and their respective successors and permitted assigns.
9. This Amendment may be executed in counterparts, each of which shall be deemed an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, CP Retail, C Block Owner, and the District, intending to be legally bound, have executed this Amendment as of the day and year first above written.

CITYPLACE RETAIL, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

C BLOCK DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

PREPARED BY AND WHEN
RECORDED RETURN TO:

Adam I. Bregman, Esq.
Shutts & Bowen LLP
525 Okeechobee Blvd, Suite 1100
West Palm Beach, Florida 33401

**AMENDED AND RESTATED
MEMORANDUM OF LEASE – EAST PARKING FACILITIES**

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE – EAST PARKING FACILITIES (this “**Memorandum**”) is executed as of _____, 2024, by and among **CITYPLACE RETAIL, L.L.C.**, a Delaware limited liability company (“**CP Retail**”), with an address at 360 S. Rosemary Avenue, Suite 800, West Palm Beach, Florida 33401, **C BLOCK DEVELOPMENT, LLC**, a Delaware limited liability company (“**C Block Owner**” and, together with CP Retail, collectively, “**Ownewr**”), with an address at 360 S. Rosemary Avenue, Suite 800, West Palm Beach, Florida 33401, and **CITYPLACE COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190 of Florida Statutes (“**Tenant**”), with its principal address located at 2501A Burns Road, Palm Beach Gardens, FL 33410.

WITNESSETH:

CP Retail (as successor-in-interest to the West Palm Beach Community Redevelopment Agency), as landlord, and the District, as tenant, are parties to that Agreement of Lease – East Parking Facilities executed October 9, 1998 but made effective as of April 15, 1998, as amended by First Amendment dated November 2, 1998, Second Amendment dated October 26, 1999, Third Amendment dated June 5, 2006, Corrective Third Amendment dated March 7, 2011, Fourth Amendment dated as of October 11, 2018, and Fifth Amendment dated retroactively effective to December 21, 2018 (collectively, and as further amended from time to time, the “**Lease**”), pursuant to which Tenant leases that certain property more particularly described in **Exhibit “A”** attached hereto and incorporated herein (“**Property**”), upon certain terms, provisions and conditions set forth in the Lease;

WHEREAS, CP Retail (as successor-in-interest to the West Palm Beach Community Redevelopment Agency) and Tenant are parties to that certain Memorandum of Lease – East Parking Facilities in Official Records Book 10800, Page 1200, which was subsequently amended and restated by that certain Second Amended and Restated Memorandum of Lease – East Parking Facilities recorded in Official Records Book 11541, Page 1545, again amended and restated by that Amended and Restated Memorandum of Lease – East Parking Facilities recorded in Official Records Book 30243, Page 21, and again amended and restated by that Amended and Restated Memorandum of Lease – East Parking Facilities recorded in Official Records Book 30659, Page 1509 all of the Public Records of Palm Beach County, Florida (collectively, the “**Memorandum of Lease**”);

WHEREAS, C Block Owner is the successor in title to that portion of the Premises comprising the “C Deck Garage” or “C Block Garage” located within Tract C of CityPlace Plat No. 1 (the “**C Deck Premises**”), with CP Retail remaining the fee simple owner of that portion of the Premises comprising the “B Deck Garage” or “B Block Garage” located within Tract B of CityPlace Plat No. 1 (the “**B Deck Premises**”); and

WHEREAS, CP Retail and C Block Owner, as lessor of the B Deck Premises and the C Deck Premises, respectively, and Tenant, as lessee of the entire Premises, entered into that that certain Partial Assignment, Assumption, and Sixth Amendment to Agreement of Lease – East Parking Facilities dated

_____, 2024 (together with the lease documentation referenced in the first recital hereof, collectively, the “**Lease**”) and desire to amend and restate the Memorandum of Lease in its entirety to reflect certain modifications to the Lease contained in said Fifth Amendment.

NOW, THEREFORE, in consideration of the Lease, the sum of Ten (\$10.00) Dollars, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby certify and agree as follows:

1. The above stated recitals are true and correct, and are incorporated herein by reference.
2. The terms and conditions contained herein shall have the same meaning as in the Lease unless specified otherwise.
3. The Lease provides that CP Retail and C Block Owner shall lease to Tenant their respective portions of that certain Property described in **Exhibit “A”** attached hereto, for a term expiring November 7, 2049, unless earlier terminated pursuant to the terms of the Lease.
4. The Lease provides that Tenant shall be obligated to develop, construct, operate and maintain public parking facilities (the “**Facilities**”) on the Property in accordance with and subject to the terms, provisions and conditions of the Lease. The Lease also provides, inter alia, that Tenant shall cause all construction agreements to provide that, to the extent enforceable under Florida law, Owner shall not be liable for any work performed or to be performed at the Property or any part thereof for Tenant or any subtenant or for any materials furnished or to be furnished to the Property or any part thereof for any of the foregoing, and no mechanic’s, laborer’s, vendor’s, materialmen’s, or similar statutory lien for such work or materials shall attach to or affect Owner’s interest in the Property or any assets of Owner, or Owner’s interest in any rent.
5. The Lease contains certain operating covenants of Tenant, as set forth in more detail in the Lease, requiring, inter alia, that (i) the Facilities be opened to the general public, (ii) parking in the Facilities be provided free of charge or, if fees are charged, that they be imposed, and the receipts therefrom applied, in accordance with the Lease and (iii) Tenant not suffer or permit any act or omission which could or might jeopardize the tax-exempt status, or render taxable the infrastructure bonds which have been, or may be, issued by Tenant for the construction of the improvements on the Property.
6. This Memorandum is recorded solely to give notice of the Lease. The Lease fully sets forth the nature of the entire agreement of the parties with respect to the matters set forth therein. This Memorandum shall only give notice thereof. The original and duplicate copies of the Lease are retained by the City Clerk of the City of West Palm Beach, and the Tenant.
7. Nothing contained in this Memorandum shall modify, change or supersede the Lease or any of the terms, covenants or conditions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Memorandum has been duly executed by Owner and Tenant as of the date first above written.

WITNESSES:

CITYPLACE RETAIL, L.L.C., a Delaware limited liability company

 Print Name: _____

By: _____
 Name: _____

Address: _____

Title: _____

 Print Name: _____

Address: _____

STATE OF _____)
) ss:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of **CITYPLACE RETAIL, L.L.C.**, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

 Print Name: _____
 Notary Public, State of _____
 My Commission Number: _____
 My Commission Expires: _____

[OFFICIAL NOTARIAL SEAL]

C BLOCK DEVELOPMENT, LLC, a Delaware limited liability company

Print Name: _____

Address: _____

By: _____
Name: _____

Title: _____

Print Name: _____

Address: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of **C BLOCK DEVELOPMENT, LLC**, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[OFFICIAL NOTARIAL SEAL]

Print Name: _____
Notary Public, State of _____
My Commission Number: _____
My Commission Expires: _____

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

ATTEST:

Print Name: _____
Address: _____

Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____ as Chairman and _____ as Assistant Secretary of **CITYPLACE COMMUNITY DEVELOPMENT DISTRICT**, who are personally known to me or have produced _____ as identification.

[OFFICIAL NOTARIAL SEAL]

Print Name: _____
Notary Public, State of _____
My Commission Number: _____
My Commission Expires: _____

EXHIBIT "A"

DESCRIPTION OF PREMISES

DESCRIPTION: (B BLOCK GARAGE)

A portion of "AIR RIGHTS" above TRACT B, CITYPLACE PLAT NO. 1, according to the plat thereof as recorded in Plat Book 83, Pages 193 through 198 of the Public Records of Palm Beach County, Florida and being more particularly described as follows:

The following described "AIR RIGHTS" are restricted to a minimum elevation of 14.00 feet and a maximum elevation of 89.00 feet: (B BLOCK GARAGE)

Commencing at the Northeast corner of said TRACT B; thence South 00 degrees 52' 42" West, along a portion of the East boundary of said TRACT B, a distance of 23.06 feet; thence North 89 degrees 07' 18" West, a distance of 5.68 feet to the Point of Beginning, said point being the Northeast corner of a 6 level parking garage (CITYPLACE B BLOCK PARKING GARAGE); thence South 00 degrees 52' 09" West, along the East face of said PARKING GARAGE, a distance of 565.88 feet to the Southeast corner of said PARKING GARAGE; thence North 89 degrees 07' 53" West, along the South face of said PARKING GARAGE, a distance of 185.17 feet to the Southwest corner of said PARKING GARAGE; thence North 00 degrees 51' 07" East, along the West face of said PARKING GARAGE and the Northerly extension thereof, a distance of 565.87 feet; thence South 89 degrees 07' 50" East, along the North face of said PARKING GARAGE and the Westerly extension thereof, a distance of 185.34 feet to the Point of Beginning.

Said lands situate in the City of West Palm Beach, Palm Beach County, Florida.

DESCRIPTION: (C BLOCK GARAGE)

A portion of "AIR RIGHTS" above TRACT C, CITYPLACE PLAT NO. 1, according to the plat thereof as recorded in Plat Book 83, Pages 193 through 198 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

The following described "AIR RIGHTS" are restricted to a minimum elevation of 13.00 feet and a maximum elevation of 78.00 feet: (C BLOCK GARAGE)

BEGINNING at the Southeast corner of said TRACT C; thence North 89 degrees 11' 06" West, along the South boundary of said TRACT C, also being along the North right of way of HIBISCUS STREET as shown on said Plat, a distance of 130.04 feet; thence North 00 degrees 52' 14" East, a distance of 292.09 feet to the North boundary of said TRACT C, also being the South right of way of GARDENIA STREET as shown on said Plat; thence South 89 degrees 11' 15" East, along said North boundary, also being along said South right of way, a distance of 130.08 feet to the Northeast corner of said TRACT C; thence South 00 degrees 52' 42" West, along the East boundary of said TRACT C, a distance of 292.09 feet to the Point of Beginning.

Said lands situate in the City of West Palm Beach, Palm Beach County, Florida.

ASSIGNMENT, ASSUMPTION, AND FOURTH AMENDMENT TO PROPERTY MANAGEMENT AGREEMENT

This Assignment, Assumption, and Fourth Amendment to Property Management Agreement (this “**Amendment**”) is dated as of October __, 2024 (the “**Effective Date**”), by and among **CITYPLACE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district established pursuant to Chapter 190 of Florida Statutes (“**Owner**”), and **RELATED URBAN MANAGEMENT COMPANY SOUTHEAST, L.L.C.**, a Delaware limited liability company (“**RUMCSE**”), and _____, a Delaware limited liability company (“**New Manager**”, and hereinafter also referred to as “**Property Manager**”).

WHEREAS, Owner and RUMCSE are parties to that certain Property Management Agreement, dated as of April 30, 2012 (the “**Original Management Agreement**”), as amended by that certain First Amendment to Property Management Agreement, dated as of November 9, 2018 (the “**First Amendment**”), as further amended by that certain Second Amendment to Property Management Agreement, dated as of February 7, 2029 (the “**Second Amendment**”), as further amended by that certain Third Amendment to Property Management Agreement effective as of February 29, 2024 (the “**Third Amendment**”, and together with the Original Management Agreement, the First Amendment and the Second Amendment, collectively, and as further amended from time to time, the “**Management Agreement**”);

WHEREAS, by this Amendment and with Owner’s consent, RUMCSE is assigning all of its right, title, and interest in, to, and under the Management Agreement to New Manager and New Manager is assuming all of the obligations of RUMCSE under the Management Agreement accruing from and after the Effective Date; and

WHEREAS, Owner and New Manager wish to amend the Management Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenant set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Property Manager hereby covenant and agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defines in this Amendment shall have the same definitions given to them in the Management Agreement.
2. Assignment and Assumption. RUMCSE hereby assigns all of its right, title, and interest, in, to, and under the Management Agreement to New Manager, and New Manager hereby accepts the foregoing assignment and agrees to assume all of the obligations of RUMCSE under the Management Agreement accruing from and after the Effective Date. Owner hereby consents to the foregoing assignment and assumption of this Agreement. From and after the Effective Date, the “Property Manager” under the Management Agreement shall refer to New Manager.
3. Records and Budgets. The following paragraph shall be inserted in Section 2.2.8 of the Original Management Agreement immediately following the first paragraph of such section.

The proposed annual operating budget shall include an amount based on Owner’s estimate of available revenue for the upcoming Fiscal Year, which amount shall be disbursed in

monthly payments to the Property Manager to be applied by the Property Manager towards the costs incurred by the Property Manager in performing the services required by this Agreement. Any portion of funding provided to the Property Manager pursuant to this paragraph remaining and unused by the Property Manager following completion of services for which funding was provided by the Owner shall be returned to the Owner by the Property Manger following the completion of such services.

4. Automatic Reduction to Property. Upon the expiration or earlier termination of the lease term for any portion of the "Premises" as defined under the West Parking Lease, the East Parking Lease, or the Plaza Lease, respectively, such portions of the premises shall be automatically deleted from the definition of the "Property" under the Agreement and released from the Agreement. Notwithstanding the foregoing, if requested by either party, Owner and Property Manager shall execute an amendment to the Agreement confirming the foregoing the modification of the definition of "Property" under the Agreement.
5. Scope of Services. Owner may, from time to time, have certain interests and obligations with respect to property other than the Property, such as, but without limitation, maintenance obligations by plat dedication, rights and maintenance obligations as grantee under easements, and maintenance obligations for public rights-of-way under maintenance agreements (collectively, "**Other Interests**"). The services and obligations of Property Manager under the Agreement with respect to the Property shall also apply as to the Other Interests, to the extent applicable given the circumstances of the Other Interests (for example, but without limiting the generality of the foregoing, Property Manager's obligations with respect to the collection, handling, and application of revenues shall not apply to Other Interests which do not accrue revenues for the benefit of Owner, nor shall any terms regarding the payment of real estate taxes or obtaining property insurance apply to Other Interests for which Owner does not have a fee simple or leasehold interest).
6. Controlling Authorities. The terms of the Interlocal Agreement, any documents relating to the Infrastructure Bonds, and any other agreement to which Owner is bound, as well as all applicable laws, rules, regulations, and other governmental requirements applicable to Owner (collectively, the "**Controlling Authorities**"), shall control over any conflicting terms in the Agreement including by way of example, but without limiting the generality of the foregoing, to the extent Section 2.2.11 or any other terms of the Agreement governing Property Manager's collection of payments and the allocation and billing of any shortfall conflicts with the Controlling Authorities, the Controlling Authorities shall control and Property Manager shall comply with the same to the extent Property Manager has been so instructed by Owner. However, the terms of this Section shall not operate to require Property Manager to incur any material expense or perform in a manner which would materially and adversely affect Property Manager.
7. Effect of this Amendment. Except solely and expressly as amended by this Amendment, each of the covenants, terms, provisions, and conditions of the Management Agreement remain unmodified and in full force and effect.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.
9. Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of, the respective successor and assigns of the parties hereto.
10. Governing Law. This Amendment shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.
11. Headings. Each of the captions contained in this Amendment are for the convenience of reference only and shall not define or limit the provisions hereof.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Owner, RUMSCE, and New Manager have executed this Amendment as of the date first above written.

OWNER:

CITYPLACE COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district established pursuant to Chapter 190 of Florida Statutes

By: _____

Name: _____

Title: _____

RUMSCE:

RELATED URBAN MANAGEMENT COMPANY SOUTHEAST, L.L.C., a Delaware limited liability company

By: _____

Name: _____

Title: _____

NEW MANAGER:

_____, a Delaware limited liability company

By: _____

Name: _____

Title: _____

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CITYPLACE COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CityPlace Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 2nd day of October, 2024.

ATTEST:

**CITYPLACE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (yes/no)
- Meeting minutes and post-meeting action completed (yes/no)
- District records retained as required by law (yes/no)

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (yes/no)
- District amended budget at end of fiscal year (yes/no)
- District accounts receivable/payable processed for the year (yes/no)
- “No findings” for annual financial audit (yes/no)
 - If “yes” explain

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (yes/no)
- Contracted Services in force for all District operations (yes/no)
- Permits in compliance (yes/no)

**CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. *Ability of Personnel (10 Points).*

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer’s Experience (10 Points).*

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work (10 Points).*

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

4. *Ability to Furnish the Required Services (10 Points).*

Present ability to manage this project and the extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. *Price (10 Points).*

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

**CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2023/2024, 2024/2025 and 2025/2026
With Two Year Option (2026/2027 and 2027/2028)
Palm Beach County, Florida**

**CITYPLACE COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS**

SECTION 1. DUE DATE. Sealed proposals must be received no later than November 12, 2024 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is affirming its familiarity and understanding with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. REJECTION OF PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) copy of the Proposal Documents and one digital copy, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – CityPlace Community Development District” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. After proposals are opened by the District, no proposal may be withdrawn for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes or each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

SECTION 15. REJECTION OF ALL PROPOSALS. The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.