



**FOREST OAKS
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
FEBRUARY 28, 2025
10:00 A.M.**

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

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

AGENDA
FOREST OAKS
COMMUNITY DEVELOPMENT DISTRICT
Mattamy Homes USA
2500 Quantum Lakes Drive, Suite 215
Boynton Beach, Florida 33426
REGULAR BOARD MEETING & PUBLIC HEARING
February 28, 2025
10:00 A.M.

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Daily Commercial | Ocala StarBanner
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News Herald | The Palm Beach Post
Northwest Florida Daily News

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AFFIDAVIT OF PUBLICATION

Laura Archer
Forest Oaks CDD
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

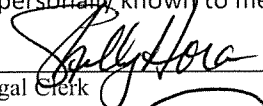
STATE OF WISCONSIN, COUNTY OF BROWN

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01/14/2025

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Legal Clerk



Notary, State of WI County of Brown

10-25-26

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FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 MEETING SCHEDULE

The Board of Supervisors of the Forest Oaks Community Development District (the "District") will hold their regular meetings ("Meetings") for Fiscal Year 2024/2025 at the offices of Mattamy Homes Palm Beach, LLC located at 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426, at 10:00 a.m., unless otherwise indicated, on the following dates:

- January 24, 2025
- February 28, 2025
- March 28, 2025
- April 25, 2025
- May 23, 2025
- June 27, 2025
- July 25, 2025
- August 22, 2025
- September 26, 2025

The Meetings are open to the public and will be conducted in accordance with the provision of Florida law for community development districts. The Meetings may be continued to a date, time, and place to be specified on the record at the Meeting. A copy of the agenda for these Meetings may be obtained from Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida or by calling (561) 630-4922.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at these Meetings because of a disability or physical impairment should contact the District Office at (813) 933-5571 at least 48 hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the Meetings with respect to any matter considered at the Meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

District Manager
Forest Oaks Community Development District
www.forestoakscdd.org
1/14/25 10930564

RYAN SPELLER
Notary Public
State of Wisconsin

**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 24, 2025**

A. CALL TO ORDER

The Regular Board Meeting of the Forest Oaks Community Development District (the “District”) was called to order at 10:04 a.m. at 2500 Quantum Lakes Drive, Boynton Beach, Florida 33426.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on January 3, 2025, and January 10, 2025, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Jason Corp, Sam Nicho, and Janice Burke, in person, and Karl Albertson via MS Teams.

Also in attendance were Michael McElligott of Special District Services, Inc.; Attorney Jonathan Johnson of Kutak Rock (via phone); Engineer Ryan Wheeler, of Caulfield & Wheeler, Inc.(via phone); Bond Counsel Misty Taylor of Bryant Miller Olive P.A.. (via phone); Investment Banker Sara Zare of MBS Capital Markets, LLC (via phone).

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

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

There were comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. October 18, 2024, Organizational Board Meeting

Mr. McElligott presented the minutes of October 18, 2024, Organizational Board Meeting and asked if there were any changes and/or corrections. There being no changes or corrections, a **motion** was made by Mr. Corp, seconded by Mr. Nicho, and unanimously passed to approve the minutes of the October 18, 2024, Organizational Board Meeting, as presented.

G. PUBLIC HEARING

The public hearing was opened at 10:06 a.m.

1. Proof of Publication

Mr. McElligott presented proof of publication that notice of the Public Hearing had been published in *The Palm Beach Post* on January 3, 2025, and January 10, 2025, as legally required.

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

Mr. McElligott noted that no members of the public were present.

3. Consider Resolution No. 2025-01 – Adopting a Fiscal Year 2024/2025 Final Budget

Mr. McElligott presented Resolution No. 2025-01, entitled:

RESOLUTION NO. 2025-01

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

Mr. McElligott presented the Budget in the meeting materials. After a brief discussion, a **motion** was made by Mrs. Burke, seconded by Mr. Corp, to adopt Resolution No. 2025-01, as presented. Upon being put to a vote, the **motion** carried **4 to 0**.

The public hearing was closed at 10:07 a.m.

H. PUBLIC HEARING

The public hearing was opened at 10:07 a.m.

1. Proof of Publication

Mr. McElligott presented proof of publication that notice of the Public Hearing had been published in *The Palm Beach Post* on December 27, 2024, January 3, 2025, January 10, 2025, and January 17, 2025, as legally required.

2. Receive Public Comment on the Use of the Uniform Method of Collection

Mr. McElligott noted that no members of the public were present.

3. Consider Resolution No. 2025-02 – Adopting the Uniform Method of Collection

Mr. McElligott presented Resolution No. 2025-02, entitled:

RESOLUTION NO. 2025-02

A RESOLUTION OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALKORM ASSESSMENTS WHICH MAY BE LEVIED BY THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632 FLORIDA STATUTES; PROVIDING A SERVABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE..

Mr. Johnson presented the resolution in the meeting materials. After a brief discussion, a **motion** was made by Mrs. Burke, seconded by Mr. Corp, to adopt Resolution No. 2025-02, as presented. Upon being put to a vote, the **motion** carried **4 to 0**.

The public hearing was closed at 10:08 a.m.

I. PUBLIC HEARING

The public hearing was opened at 10:08 a.m.

1. Proof of Publication

Mr. McElligott presented proof of publication that notice of the Public Hearing had been published in *The Palm Beach Post* on December 26, 2024 and December 27, 2024, as legally required.

2. Receive Public Comment on the Rules and Procedures

Mr. McElligott noted that no members of the public were present.

3. Consider Resolution No. 2025-03 – Adopting the Rules and Procedures

Mr. McElligott presented Resolution No. 2025-03, entitled:

RESOLUTION NO. 2025-03

A RESOLUTION OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES AND PROCEDURES; PROVIDING A SERVABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE..

Mr. Johnson presented the resolution in the meeting materials. After a brief discussion, a **motion** was made by Mr. Corp, seconded by Mrs. Burke, to adopt Resolution No. 2025-03, as presented. Upon being put to a vote, the **motion** carried **4 to 0**.

The public hearing was closed at 10:10 a.m.

J. OLD BUSINESS

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

M. NEW BUSINESS

1. Consider Selection of District Engineer

Mr. McElligott explained that we ran an RFQ ad and received 2 packages back from Caulfield & Wheeler, Inc., and KCI Technologies, Inc. Mr. McElligott pointed out that both proposals were in the meeting materials to review.

After discussion from the Board, there was a **motion** made by Mr. Corp, with a second from Mr. Nicho to rank the Caulfield & Wheeler proposal as 1 and the KCI proposal as 2, and to authorize staff to notify

both firms and to seek an agreement from the first ranked proposal, Caulfield & Wheeler, to bring back to the Board for consideration. The **motion** passed 4-0.

2. Consider Approval of the Acquisition Agreement

District Attorney Mr. Johnson went over the agreement and answered any questions from the Board. After a discussion among the Board, there was a **motion** by Mr. Corp, with a second by Mr. Nicho to approve the Acquisition Agreement in substantial form, subject to final review by the Developer and CDD staff. The **motion** passed 4-0.

3. Consider Approval of Master Engineer's Report

Mr. Johnson and Mr. Wheeler presented the Engineer's Report and answered any questions from the Board. After a discussion by the Board, a **motion** was made by Mrs. Burke, with a second by Mr. Nicho, to approve the Master Engineer's report in substantial form, subject to final review by District staff. The **motion** passed 4-0.

4. Consider Approval of Master Special Assessment Methodology Report

Mr. McElligott and Mr. Johnson presented the Master Special Assessment Methodology Report and answered any questions by the Board. After a discussion by the Board, a **motion** was made by Mr. Nicho, with a second by Mrs. Burke, to approve the Master Special Assessment Methodology Report as presented. That **motion** passed 4-0.

5. Consider Resolution No. 2025-04 – Authorizing the Issuance of Bonds

Resolution No. 2025-04 was presented, entitled:

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$35,160,000 PRINCIPAL AMOUNT OF FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT BONDS IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION BY THE DISTRICT OF THE PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES PERMITTED BY THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCE CREATING THE DISTRICT; APPROVING AND APPOINTING A TRUSTEE; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE FOREGOING BONDS; AUTHORIZING AND APPROVING OTHER MATTERS RELATING TO THE FOREGOING BONDS; AND PROVIDING FOR AN EFFECTIVE DATE

Bond Counsel Misty Talor went over the resolution, also referred to as the Master Bond Resolution, and answered any questions by the Board. After a discussion by the Board, a **motion** was made by Mrs. Burke, with a second by Mr. Nicho, to approve Resolution 2025-04 – Authorizing the Issuance of Bonds, as presented. That **motion** passed 4-0.

6. Consider Resolution No. 2025-05 – Declaring Assessments

Resolution No. 2025-05 was presented, entitled:

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT DECLARING MASTER SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATE COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE MASTER SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE MASTER SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH MASTER SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH MASTER SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE MASTER SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLICATION OF THIS RESOLUTION.

Mr. Johnson presented the resolution, explaining that this kicks off the assessment process, and answered any questions by the Board. After a discussion by the Board, a **motion** was made by Mrs. Burke, with a second by Mr. Nicho, to approve Resolution 2025-05 - Declaring Assessments, as presented. That **motion** passed **4-0**

7. Consider Resolution No. 2025-06 – Setting a Public Hearing on Assessments

Resolution No. 2025-07 was presented, entitled:

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HEALD ON FEBRUARY 28, 2025, AT 10:00 A.M. AT 2500 QUANTUM LAKES DRIVE, SUITE 215, BOYNTON BEACH, FLORIDA, 33426, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING MASTER SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170,190,AND 197, FLORIDA STATUTES.

Mr. Johnson presented the resolution, explaining that this provides for notice of the public hearing to proceed with the assessment process, and answered any questions by the Board. After a discussion by the Board, a **motion** was made by Mrs. Burke, with a second by Mr.

Nicho, to approve Resolution 2025-06 – Setting Public Hearing on Assessments, as presented.
That **motion** passed **4-0**

L. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

M. BOARD MEMBER COMMENTS

There were no further Board Member comments.

N. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** adjourning the Regular Board Meeting at 10:31 a.m..

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.363(4)(b), FLORIDA STATUTES, BY THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF REGULAR MEETING OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors ("Board") of the Forest Oaks Community Development District ("District") will hold public hearings on Friday, February 28, 2025, at 10:00 a.m. at 2500 Quorum Lakes Drive, Suite 215, Boynton Beach, Florida 33426, to consider the adoption of an assessment roll, the imposition of special assessments to secure proposed bonds on benefited lands within the District, a depiction of which lands is shown below, and to provide for the levy, collection and enforcement of the special assessments. The public hearing is being conducted pursuant to Chapters 170, 190 and 197, Florida Statutes. A description of the property to be assessed and the amount to be assessed on each parcel or parcel of property may be ascertained at the office of the District's Manager, located at 2501A Burns Road, Palm Beach Gardens, FL 33410, Ph: (561) 430-4027 ("District Manager's Office").

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvements ("improvements") are currently expected to include, but are not limited to, stormwater management system improvements and utility improvements to include sewer collection system, sewer lift station, sewer force main and water distribution system, and other infrastructure, all as more specifically described in the Improvement Plan, as file and available during normal business hours at the District Manager's Office.

The District intends to impose assessments on benefited lands within the District in the manner set forth in the District's Master Special Assessment Methodology Report, dated January 24, 2025 ("Assessment Report"), which is on file and available during normal business hours at the District Manager's Office. The Assessment Report identifies each tax parcel identification number within the District and assessments per parcel for each land use category that is currently expected to be assessed. The method of allocating assessments for the improvements to be funded by the District will initially be determined on an equal assessment per acre basis. The methodology is explained in more detail in the Assessment Report. Also as described in more detail in the Assessment Report, the District's assessments will be levied against all assessable lands within the District. Please consult the Assessment Report for more details.

The annual principal assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$35,160,000 in debt to be assessed by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. The proposed schedule of assessments is as follows:

Product	Number of Units by Type	ERU Factor*	Total ERUs*	**Maximum Annual Debt Assessment Per Unit Type*	**Maximum Annual Debt Assessment Per Unit*
TOWNHOME 1F & 2F	185	0.750	138.75	\$ 1,373,499	\$ 7,424.32
TOWNHOME 2F	87	0.875	71.75	\$ 710,260	\$ 8,661.71
SINGLE FAMILY 4S	94	1,000	94.00	\$ 930,515	\$ 9,890.09
TOTAL	361	N/A	304.50	\$ 3,014,274	N/A

*Standard
**Rounded up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

The assessments may be prepaid in whole at any time, or in some instances in part, or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the improvements. These annual assessments will be collected on the Palm Beach County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners have the right to appear at the public hearings and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Also on Friday, February 28, 2025, at 10:00 a.m. at 2500 Quorum Lakes Drive, Suite 215, Boynton Beach, Florida 33426, the Board will hold a regular public meeting to consider any other business that may lawfully be considered by the District. The Board meeting and hearings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Board meeting and/or the public hearings may be continued in progress to a date and time certain announced at the meeting and/or hearings.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations at the meeting or hearings because of a disability or physical impairment should contact the District Manager's Office at least 48 hours prior to the meeting.

you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in conducting the District office.

Michael McElroy
District Manager

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT DECLARING MASTER SPECIAL ASSESSMENTS, INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAIDED BY THE MASTER SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED BY THE MASTER SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH MASTER SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE MASTER SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAN; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the "Board") of the Forest Oaks Community Development District (the "District") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "improvements") described in the District's preliminary Engineer's Report, dated January 24, 2025, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the improvements by master special assessments pursuant to Chapter 190, Florida Statute (the "Assessment Act"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of these benefits, and that special assessments will be made in proportion to the benefits received as set forth in the preliminary Master Special Assessment Methodology Report, dated January 24, 2025, attached hereto as Exhibit B and incorporated herein by reference and as file at the office of the District Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, FL 33410 (the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

Section 1. Records stated above are true and correct and by the reference are incorporated into and form a material part of this Resolution.

Section 2. Assessments shall be levied to defray a portion of the cost of the improvements.

Section 3. The nature and general location of, and plans and specifications for, the improvements are described in Exhibit A, which is on file at the District Records Office. Exhibit B is also on file and available for public inspection at the same location.

Section 4. The total estimated cost of the improvements is \$36,700,000 (the "Estimated Cost").

Section 5. The Assessments will defray approximately \$35,160,000, which includes the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve, and contingency.

Section 6. The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B, including provisions for supplemental assessment resolutions.

Section 7. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the improvements or specially benefited hereby and further designated by the assessment plan heretofore provided for.

Section 8. There is on file, at the District Records Office, an assessment plan showing the area to be assessed, with certain plans and specifications describing the improvements and the estimated cost of the improvements, all of which shall be open to inspection by the public.

Section 9. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

Section 10. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit B hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

Section 11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the improvements, the cost thereof, the manner of payment therefor, or the amount thereof to be assessed against each property as improved.

Section 12. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Palm Beach County, provided that the first publication shall be at least twenty (20) days before and the last publication shall be at least one (1) week prior to the date of the hearing, and to provide such other notice as may be required by law or desired in the best interests of the District.

Section 13. This Resolution shall become effective upon its passage.

PASS AND APPROVE THIS 24th DAY OF JANUARY 2025.

ATTEST:

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Engineer's Report, dated January 24, 2025
Master Special Assessment Methodology Report, dated January 24, 2025

LOCATION MAP
FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

www.forestoaksdcd.org
PUBLISHED: THE PALM BEACH POST 02/07/25 & 02/14/25

WE-4118274

FOREST OAKS

COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

Prepared By:

*Consulting Engineers
Land Planning Landscape Architecture
 Surveyors & Mappers*

Caulfield & Wheeler, Inc.

7900 Glades Road, Suite 100
Boca Raton, Florida 33433
Phone. 561.392.1991
www.cwiassoc.com

January 24, 2025

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1) INTRODUCTION

The Forest Oaks Community Development District (the “District” or the “CDD”) is located entirely within Unincorporated Palm Beach County, Florida (the “County”). It is located south of Lake Worth Road, east of the Florida Turnpike, west of Jog Road and north of Lantana Road within Palm Beach County, Florida. The District is a single-family residential community containing approximately 79.2682 acres. The District will consist of various size townhome (TH) and single-family (SF) units with open space areas and associated infrastructure for the development.

The CDD was established under County Ordinance No. 2024-019 which was approved by the Board of County Commissioners of Palm Beach County, Florida on August 28, 2024. This report includes cost estimates for the necessary public infrastructure required to serve the District. The District will finance, construct, acquire, own, operate, and/or maintain the mitigation, earthwork, stormwater management system, water distribution systems, wastewater collection systems, roadway improvements (on-site and off-site), open space improvements, landscape, irrigation, and entrance features, and relative soft and incidental costs as set forth herein. The Master Developer Mattamy Palm Beach, LLC, a Florida limited liability company (“Developer”). A land use summary is presented in Table 1.1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, the South Florida Water Management District (“SFWMD”), Lake Worth Drainage District (“LWDD”), Palm Beach County Water Utilities Department (“PBCWUD”), Florida Department of Transportation (“FDOT”), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements is provided in Table 4.2 of this report.

The Capital Improvement Plan (the “CIP”) described in this Engineer’s Report reflects the present intentions of the District. It should be noted that the location of the proposed facilities and improvements may be adjusted during the final design, permitting and implementation phases, and that that these modifications are not expected to diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 - Land Use Summary

LAND USE SUMMARY	
LAND USE	AREA (AC)
Master Stormwater System	11.0255
Residential Land	28.5154
Roads and Paving	13.2595
Open Space Improvements	26.4678
TOTAL	79.2682 ac

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes, but is not limited, to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way, storm drainage collection systems (from the curb and other roadside inlets to their connection to the stormwater ponds), landscape, irrigation and entry features within the development will be maintained by the District. Water distribution system will be dedicated to PBCWUD for ownership and maintenance upon completion. The wastewater collection systems (gravity lines and manholes, force mains, and lift stations) will have portions dedicated to both the District and PBCWUD for ownership and maintenance upon completion.

2) PURPOSE AND SCOPE

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed and acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

This report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Preparation of detailed site construction plans and specifications is ongoing but have yet to be finalized and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon the information and documentation prepared or supplied by others to prepare this Engineer’s Report.

3) THE DEVELOPMENT

The development will consist of residential townhome and single-family units and associated infrastructure. The development is a planned residential community consisting of approximately 79.2682 acres located south of Lake Worth Road, east of the Florida Turnpike, west of Jog Road and north of Lantana Road within Palm Beach County, Florida. It is estimated that the development will be constructed over a three (3) year period. A proposed timeline for the construction of the proposed District Improvements is reflected in Table 3.1 below.

Table 3.1 – Proposed Timetable for Construction of District Improvements

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS		
DESCRIPTION	START DATE	COMPLETION DATE
Mitigation	January 2024	December 2026
Earthwork	January 2024	December 2026
Stormwater Management System	January 2024	December 2026
Water Distribution System	April 2024	December 2026
Wastewater Collection System	March 2024	December 2026
Roads and Paving	April 2024	January 2027
Open Space Improvements	January 2025	January 2027
Landscaping, Irrigation and Entrance Features	January 2025	January 2027

4) CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide for mitigation, earthwork, stormwater pond construction, roadway improvements built to an approved roadway typical section, water and sewer infrastructure, including lift stations (utility and CDD owned), off-site improvements, and landscaping, irrigation and entrance features. Table 4.1 reflects the proposed facilities and funding, operation and maintenance and ownership for each item. These CIP costs are summarized in Table 4.2 below.

There will also be stormwater structures and conveyance culverts within the CIP, which will outfall and connect into the various existing on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the lift stations serving the development. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. The incremental cost of undergrounding of power within the public rights-of-way or easements will be funded by the District.

Table 4.1 – Proposed Facilities and Services

PROPOSED FACILITIES AND SERVICES			
FACILITY	FUNDED BY	OPERATION & MAINTENANCE	OWNERSHIP
Mitigation	District	N/A	N/A
Earthwork	District	N/A	N/A
Stormwater Management System	District	District	District
Water Distribution System	District	PBCWUD	PBCWUD
Wastewater Collection System	District	District/PBCWUD	District/PBCWUD
Roads and Paving (On-site)	District	District	District
Roads and Paving (Off-site)	District	PBC/FDOT	PBC/FDOT
Open Space Improvements	District	District	District
Landscaping, Irrigation and Entrance Features	District	District	District

Table 4.2 - Engineers Estimated Opinion of Capital Costs

ENGINEERS ESTIMATED OPINION OF PROBABLE COST	
DESCRIPTION	AMOUNT
DEVELOPMENT COSTS	
Mitigation	\$1,400,000
Earthwork	\$3,500,000
Wastewater Collection System	\$4,000,000
Water Distribution System	\$3,000,000
Surface Water Management System	\$5,500,000
Roads and Paving	\$4,500,000
Landscaping	\$3,900,000
Entrance Features	\$400,000
TOTAL CAPITAL IMPROVEMENT ESTIMATE	\$26,200,000

Note: Cost Estimate is based upon the most available data as of 2024. Soft costs are included in the values above.

5) CAPITAL IMPROVEMENT PLAN COMPONENTS

The following sections describe the proposed capital infrastructure improvement projects that are anticipated to be acquired and/or constructed by the District:

A. Stormwater Management System, Mitigation, and Earthwork

A stormwater management system consisting of storm conveyance systems, retention/detention ponds, and associated mitigation and earthwork activities are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater management system will utilize dry retention and/or wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management system are regulated by the County, SFWMD, and LWDD.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12099C0760F dated 10/05/2017 shows that the entire District lies within Floodzone X which is outside any established flood zone.

During the construction of the stormwater management system, utilities, and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

B. Roadway Improvements

The proposed public roadway improvements include a 20-foot wide asphalt roadway with 2-foot valley gutter curbs, and 5-foot concrete sidewalks and on either one or both sides in 40-foot and 50-foot rights-of-way. The proposed roadway improvements will consist of compacted or stabilized subgrade, a lime rock, crushed concrete, or cement-treated base, and asphalt type roadway wearing surface. The proposed roadways improvements will also include signage and pavement markings within the rights-of-way, as well as street signs depicting street name identifications and addressing, which will be utilized by the residents and the public.

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed in approximately three (3) years. Upon completion, the improvements required inspections will be completed and final certifications of completions will be obtained from SFWMD, Florida Department of Transportation ("FDOT"), the County, and FDEP (water distribution and wastewater collection systems)

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the incremental cost of undergrounding for the electric conduits, transformer/cabinet pads, and electric manholes required by Florida Power & Light ("FPL"), with FPL providing underground electrical service to the development.

C. Water Distribution and Wastewater Collection Systems

A potable drinking water distribution system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be PBCWUD. The water distribution system will be designed to provide equal distribution and redundancy. The system will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed rights-of-way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. The wastewater collection system includes lift stations. Flow from the lift stations shall be connected to proposed force mains of various sizes that will pump to existing force mains that will connect to the PBCWUD's wastewater treatment facility.

D. Open Space Improvements and Landscaping, Irrigation, and Entrance Features

The District will provide funding for open space improvements including walking trails, passive parks throughout the development.

Landscaping, irrigation, entry features, and fencing/walls where required as a buffer at the entrances and along the outside boundary of the development, will be provided by the District. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal road rights-of-way within the CDD. Perimeter fencing will be provided at the site entrances and perimeters where required as a buffer. These items will be funded, owned, and maintained by the CDD.

E. Miscellaneous

The stormwater improvements, landscaping and irrigation, open space improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to provide a direct and special benefit to all the developable real property within the District. The construction and maintenance of the proposed public improvements will provide a direct and special benefit to the lands within the development for the intended use as a single-family/residential planned development.

F. Permitting

Construction permits for all phases are required and include plan approvals from the SFWMD, FDOT, FDEP, and County. Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District. The permits necessary for the construction of the CIP have either been obtained or are reasonably expected to be obtained in the ordinary course.

Table 5.1 – Required Agency Permits

REQUIRED AGENCY PERMITS	
AGENCY	STATUS
Palm Beach County Land Development Permit	Issued (Permit No. PL0277-005-00469-23)
PBC Health Department Water Permit	Issued (Permit No. 138303-654-DSGP)
PBC Health Department Wastewater Permit	Issued (Permit No. 138303-655-DSS)
Florida Department of Transportation Access	Issued (Permit No. 2022-A-496-00052)
Lake Worth Drainage District	Issued (Permit No. RW-22-0165)
South Florida Water Management District	Issued (Permit No. 50-106700-P)

6) RECOMMENDATION

As previously described, the public infrastructure, as described, is necessary for the development and functional operation as required by the County. The site planning, engineering design, and construction plans for the infrastructure are in accordance with the applicable requirements of Palm Beach County and SFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the Opinion of Probable Costs for this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SFWMD, FDEP, and County regulations.

7) REPORT MODIFICATION

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

8) SUMMARY AND CONCLUSION

The public infrastructure improvements as outlined herein are necessary for the functional development of the CDD. The CDD is being designed in accordance with current government regulatory requirements. The development will serve its intended function provided the construction is in substantial compliance with the design. The development's construction is based upon current development plans.

9) ENGINEER'S CERTIFICATION

Based on the information presented in this report, it is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will provide a direct and special benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. Assets will be purchased by the District at the lesser of fair market value or actual cost. All improvements financed by the District will be on land to be owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the County, surrounding Counties and the City. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements directly and specially benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for Forest Oaks Community Development District.

Sincerely,
Caulfield & Wheeler, Inc.



Digitally signed by Ryan
Wheeler
Date: 2025.02.21
11:13:17 -05'00'
Adobe Acrobat version:
2024.002.20687

Ryan D. Wheeler, P.E.
Vice President
Florida License No. 71477



Master Special Assessment Methodology Report - FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

January 24, 2025

SPECIAL DISTRICT SERVICES, INC

2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922

1.0 INTRODUCTION

The Forest Oaks Community Development District (the “District”) is a local unit of special-purpose government with portions located in an unincorporated area of Palm Beach County, Florida (the “County”). The District was established effective August 29, 2024, by Ordinance No. 2024-019 enacted by the Board of County Commissioners of the County to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Forest Oaks development (the “Development”).

The District contains approximately 79.2682 gross acres and is planned for the following land uses:

Table 1 – Proposed Land Uses for the District

Land Use Category	Unit
Townhome 18’ & 20’	185 Dwelling units
Townhome 24’	82 Dwelling units
SF 45’	94 Dwelling units

This Master Special Assessment Methodology Report (the “Master Report”) will provide the allocation of special assessments as it relates to the sale and issuance of proposed Special Assessment Bonds in one or more series (the “Bonds”) for the financing of public infrastructure improvements in the District, including but not limited to the following: environmental mitigation, earthwork, roadways, stormwater management infrastructure, water distribution infrastructure, sanitary sewer infrastructure, and landscaping, hardscaping, and irrigation improvements (the “Project”). The Project will give special benefit to all lands in the District. Special benefit is a required determination in order to make use of the proceeds of any special assessment bonds issued by the District.

This Master Report equitably allocates the costs incurred by the District to provide the benefits of the Project to the developable lands within the District as identified herein on **Exhibit A** (the “Property”). The improvements comprising the Project are described below and in the *Master Engineer’s Report* dated January 24, 2025 (the “Engineer’s Report”), as may be revised and prepared by Caulfield & Wheeler, Inc. (the “District Engineer”).

The District intends to issue Bonds in one or more series. Supplemental assessment methodology reports will be prepared in accordance with each series of Bonds issued which will set forth the specific portions of the Project to be funded.

2.0 PROJECTS TO BE FUNDED BY THE DISTRICT

The Project is comprised of an interrelated system of public infrastructure improvements which will serve and specially benefit the Property. The Project will serve all assessable lands within the District and the improvements will be interrelated such that they will reinforce one another. The total cost of the Project is currently estimated to be \$26,200,000. A detail of the estimated Project costs for the Development is included herein in **Table A**. The Bonds will be repaid through the levy of non-ad valorem special assessments on all developable portions of the Property within the District. The

Project has been designed to be functional and confer special benefits to the Property. Any portion of the Project not financed through the issuance of Bonds will be paid for by Mattamy Palm Beach LLC, or its successors or assigns (herein the “Landowner”).

Construction and/or acquisition and maintenance obligations for the District’s proposed infrastructure improvements constituting the Project are described in the Engineer’s Report.

The construction costs for the Project identified in this Master Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction or acquisition, of all or a portion of the Project, the District will impose non-ad valorem special assessments on benefitted Property within the District. These assessments are based on the special and peculiar benefits accruing to such Property from the improvements comprising the Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the Property would not be possible.

In summary, special assessments may be levied: (1) for facilities which provide special benefits to property as distinct from general benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by the properties; and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments placed upon various benefitted properties in the District must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Project.

Until all the land within the District has been platted and sold, the assessments on the portion of land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the Property has been platted will the developable acreage be determined, the final plat be certain, the development density known and the product types confirmed.

4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

In developing the methodology used for special assessments in the District, two interrelated factors were used:

- A.** Allocation of Benefit: Each parcel of land, lot and/or unit within the District benefits from the construction and financing of the proposed improvements.
- B.** Allocation of Cost/Debt: The special assessments imposed on each parcel of land, lot and/or unit within the District cannot exceed the value of the benefits provided to such parcel of land, lot and/or unit.

The planned improvements comprising the Project is an integrated system of facilities designed to provide benefits to the assessable portions of the Property within the District as a whole. The Project

is intended to work as a total system which will provide special benefits for each unit type. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an *equivalent residential unit* (“ERU”) to each unit. Therefore, for the purpose of this Master Report each 45 foot single family residential unit will be assigned one (1) ERU. The other proposed land uses will be assigned as follows in **Table 2**.

Table 2 – Equivalent Residential Unit (ERU)

<u>Product Type</u>	<u># of Units</u>	<u>ERU</u>
Townhome 18’ & 20’	185	0.750
Townhome 24’	82	0.875
Single Family 45’	94	1.000
Total Units	361	

Given the approved land use plan and the type of infrastructure to be funded by the proposed special assessments, this method results in a fair allocation of benefits and an equitable allocation of costs for the Project. The special benefit received and applied to each parcel and/or residential dwelling unit/lot as a result of the construction of the Project will exceed the cost of such units allocated to each parcel and/or unit/lot. However, if the future platting results in changes in land use or proportion of benefit per acre and/or unit type, this allocation methodology may not be applicable and it may be necessary for the District to revise the allocation methodology.

To the extent land is sold in bulk to a third party, prior to platting, then, the District will assign debt based upon the development rights conveyed based upon the *ERU* factors as shown herein.

5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments for the District are planned to be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; *Florida Statutes* (“*F.S.*”) for platted lots, or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, *F.S.*, or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and maintenance assessment amounts by a factor of 0.94. In the event the special assessments are direct billed, then, the collection costs and discounts may not apply.

6.0 FINANCING STRUCTURE

The estimated cost of construction for the Project is \$26,200,000. The construction program and the costs associated with the District are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Project is assumed to be financed by the Bonds which, when issued, will be payable from and secured by special assessments levied annually against all assessable properties within the District which totals approximately 79.2682+/- acres. Based on the current market conditions the total aggregate principal amount of the Bonds (approximately \$35,160,000) for the District is shown herein on **Table B**. The proceeds of the Bonds

will provide a maximum of approximately \$26,200,000 for construction related costs. The sizing of the Bonds is assumed to include capitalized interest, if so required, a debt service reserve fund equal to the maximum annual net debt service and issuance costs as shown herein on **Table B**. (Note: The District may decide in the future not issue the total Par Debt of \$35,160,000 referenced in this Master Report.)

7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISIM

Allocation of proposed costs and proposed debt, respectively shown herein on **Table C and Table D**, for the infrastructure improvements financed by the District for the Project (estimated at \$26,200,000) is initially based on the estimated residential dwelling units (361) projected to be constructed within the District and benefited by the infrastructure improvements comprising the Project. Based on a Bond size of approximately \$35,160,000 at an assumed interest rate of 7.00% the estimated annual debt service on the Bonds will be approximately \$2,833,418 which has not been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that each residential unit is assessed no more than their pro-rata amount of the annual non-ad valorem assessments shown herein on **Table F**, the District will be required to perform a “True-Up” analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining Equivalent Residential Units (ERU). The District shall, at the time a plat or re-plat is submitted to the County:

- A. Assume that the total number of ERUs, within each parcel, utilized as a basis for this assessment methodology is as described in Table 1 (“Total Assessable ERUs”).
- B. Ascertain the number of assessable ERUs, within each parcel, in the proposed plat or re-plat and all prior plats (“Planned Assessable ERUs”).
- C. Ascertain the current amount of potential remaining ERUs within each Parcel that has not yet been platted (“Remaining Assessable ERUs”).

If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no action would be required at that time. However, if the sum of the Planned Assessable ERUs and the Remaining Assessable ERUs are less than the Total Assessable ERUs, the applicable landowner will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Bonds, plus accrued interest, such that the amount of non-ad valorem assessments allocated to each Planned Assessable ERU does not exceed the amount of debt service that would have been allocated thereto, had the total number of Planned Assessable ERUs not changed from what is represented in **Table 1**. Conversely, if the Planned Assessable ERUs is greater than the Total Assessable ERUs, then there will be a pro-rata decrease in the annual non-ad valorem assessments to all of the benefited properties.

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of this Master Report, the applicable supplemental methodology report and the applicable assessment resolutions. It is the responsibility of the landowner of record (other than end-users unaffiliated with the Landowner) to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

8.0 PRELIMINARY ASSESSMENT ROLL

When fully developed, the current site plan for the District will include the land uses in **Table 1**.

9.0 ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, consultants and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the Forest Oaks Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Forest Oaks Community Development District with financial advisory services or offer investment advice in any form.

TABLE A

PROJECT COST ESTIMATES

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

	TOTAL
MITIGATION	\$ 1,400,000
EARTHWORK	\$ 3,500,000
WASTEWATER COLLECTION AND TRANSMISSION SYSTEM	\$ 4,000,000
WATER DISTRIBUTION SYSTEM	\$ 3,000,000
SURFACE WATER MANAGEMENT SYSTEM	\$ 5,500,000
ROADS AND PAVING	\$ 4,500,000
LANDSCAPING	\$ 3,900,000
ENTRANCE FEATURES	\$ 400,000
TOTAL	\$ 26,200,000

TABLE B

BOND SIZING

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

	BOND SIZING
Par Amount*	\$ 35,160,000 *
Debt Service Reserve Fund (DSRF)	\$ (2,833,418)
Capitalized Interest	\$ (4,922,400)
Issuance Costs	\$ (1,204,182)
Construction Funds	\$ 26,200,000
Bond Interest Rate	7.00%
Principal Amortization Period (Years)	30

*Subject to change at final bond pricing

TABLE C

ALLOCATION OF PROJECT COSTS

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor*	Total ERUs*	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
TOWNHOME 18' & 20'	185	0.750	138.75	\$ 11,938,424	\$ 64,532
TOWNHOME 24'	82	0.875	71.75	\$ 6,173,563	\$ 75,287
SINGLE FAMILY 45'	94	1.000	94.00	\$ 8,088,013	\$ 86,043
TOTAL	361	N/A	304.50	\$ 26,200,000	N/A

*Rounded

TABLE D

ALLOCATION OF BOND DEBT

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor*	Total ERUs*	Bond Debt Allocation Per Unit Type*	Bond Debt Allocation Per Unit*
TOWNHOME 18' & 20'	185	0.750	138.75	\$ 16,021,182	\$ 86,600.99
TOWNHOME 24'	82	0.875	71.75	\$ 8,284,828	\$ 101,034.48
SINGLE FAMILY 45'	94	1.000	94.00	\$ 10,853,990	\$ 115,467.98
TOTAL	361	N/A	304.50	\$ 35,160,000	N/A

*Rounded

TABLE E

CALCULATION OF ANNUAL DEBT SERVICE

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

	2025 Series Bond Debt
1 Maximum Annual Debt Service	\$ 2,833,417.95
2 Maximum Annual Debt Service Assessment to be Collected	\$ 3,014,274.41 *
3 Total Number of Gross Acres	79.2682
4 Maximum Annual Debt Service per Gross Acre	\$38,026.28
5 Total Number of Residential Units Planned	361
6 Maximum Annual Debt Service per Unit Type	See Table F

*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

TABLE F

ALLOCATION OF DEBT SERVICE ASSESSMENTS

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor*	Total ERUs*	**Maximum Annual Debt Assessment Per Unit Type*	**Maximum Annual Debt Assessment Per Unit*
TOWNHOME 18' & 20'	185	0.750	138.75	\$ 1,373,499	\$ 7,424.32
TOWNHOME 24'	82	0.875	71.75	\$ 710,260	\$ 8,661.71
SINGLE FAMILY 45'	94	1.000	94.00	\$ 930,515	\$ 9,899.09
TOTAL	361	N/A	304.50	\$ 3,014,274	N/A

*Rounded

**Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

Folio ID#'s and/or Parcel Plat Description	Developable Acreage by Parcel*	**Maximum Annual Debt Assessment Per Acre*	Par Debt Per Acre	Total Par Debt
See Exhibit A	79.27	\$ 38,026.28	\$ 443,557.44	\$ 35,160,000
TOTALS		N/A	N/A	\$ 35,160,000

*Rounded

**Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

EXHIBIT "A"

**BOUNDARY MAP
FOREST OAKS
COMMUNITY DEVELOPMENT DISTRICT**

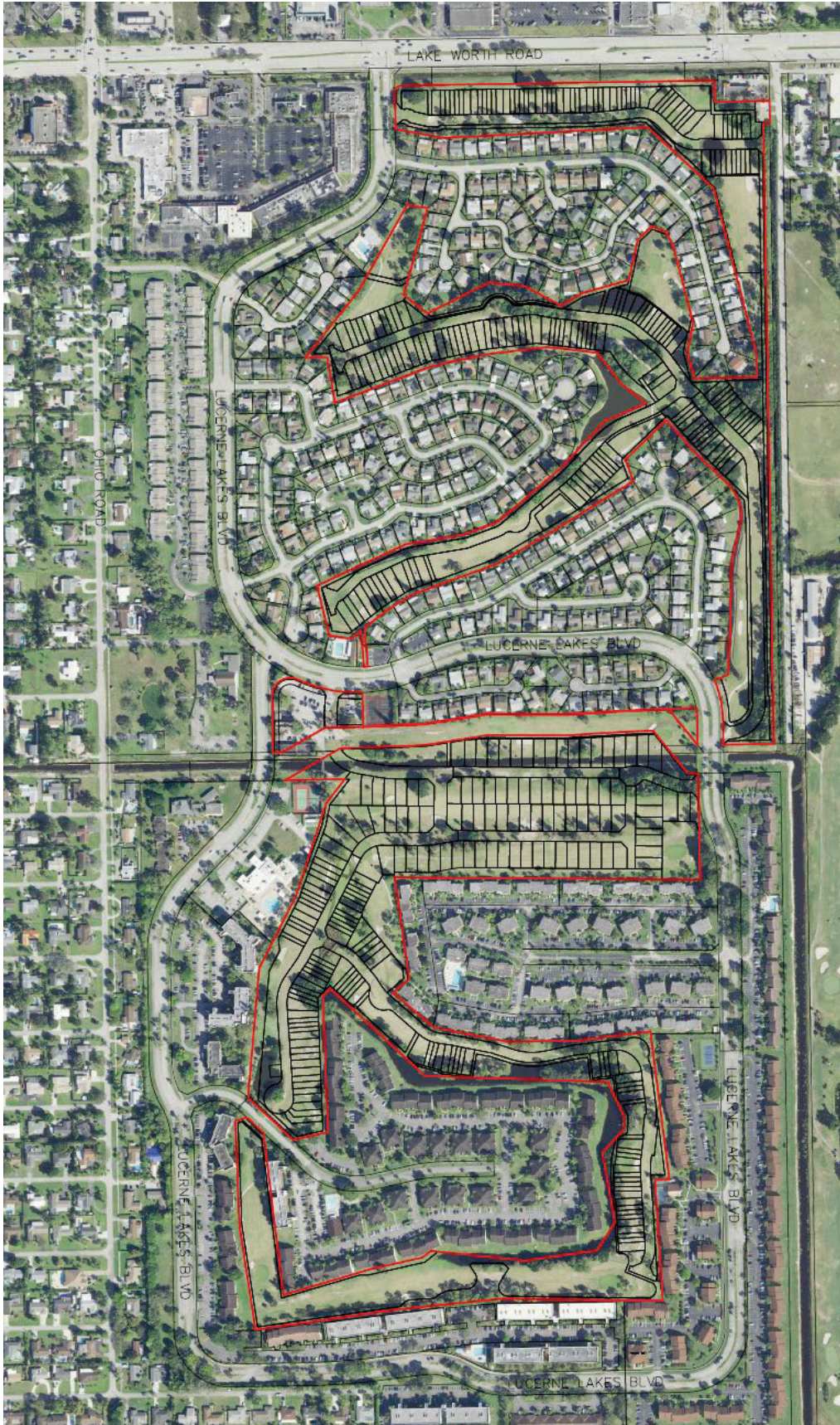


EXHIBIT "A"

**LEGAL DESCRIPTION
FOREST OAKS
COMMUNITY DEVELOPMENT DISTRICT**

DESCRIPTION:

A PORTION OF BLOCK 29, THE PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, TOGETHER WITH A PORTION OF PLAT NO. 1, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 30, PAGES 41 AND 42, TOGETHER WITH A PORTION OF PLAT NO. 2, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 32, PAGES 191 AND 192, AND TOGETHER WITH PORTIONS OF LUCERNE LAKES GOLF COURSE, AS RECORDED IN PLAT BOOK 87, PAGES 184 THROUGH 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 28 AND 33, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LUCERNE LAKES BOULEVARD AS SHOWN ON PLAT NO. 1, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 30, PAGES 41 AND 42, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.89°02'49"E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL "L-12" AS RECORDED IN OFFICIAL RECORDS BOOK 1973, PAGE 99 OF SAID PUBLIC RECORDS, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF GOLF COURSE TRACT AS SHOWN ON SAID PLAT NO. 1, LUCERNE LAKES (PUD) BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°02'49"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL "L-12", A DISTANCE OF 1225.00 FEET TO A POINT ON THE NORTH LINE OF GOLF COURSE TRACT A (GC-A) AS SHOWN ON THE PLAT OF LUCERNE LAKES GOLF COURSE AS RECORDED IN PLAT BOOK 87, PAGES 184 THROUGH 189, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.00°57'11"E. ALONG A BOUNDARY LINE OF SAID TRACT A (GC-A), A DISTANCE OF 83.00 FEET; THENCE N.89°02'53"E. ALONG A BOUNDARY LINE OF SAID TRACT A (GC-A), A DISTANCE OF 215.00 FEET TO A POINT ON THE EAST LINE OF SAID GOLF COURSE TRACT A (GC-A); THENCE S.00°57'11"E. ALONG SAID EAST LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 87.00 FEET; THENCE S.89°02'53"W. ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET; THENCE S.00°57'11"E. ALONG SAID EAST LINE AND THE WEST LINE OF THE FINAL JUDGEMENT RECORDED IN OFFICIAL RECORDS BOOK 4179, PAGE 1199 OF SAID PUBLIC RECORDS, A DISTANCE OF 2429.98 FEET; THENCE S.89°02'09"W. ALONG THE NORTH LINE OF THAT CERTAIN 30-FOOT RIGHT-OF-WAY AS VACATED IN OFFICIAL RECORDS BOOK 2034, PAGE 1293 OF SAID PUBLIC RECORDS, A DISTANCE OF 197.63 FEET; THENCE N.00°57'11"W. ALONG A BOUNDARY LINE OF GOLF COURSE TRACT C (GC-C) AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE, A DISTANCE OF 95.45 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 425.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 21°41'13", A DISTANCE OF 160.87 FEET TO A POINT; THE FOREGOING NINE COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 5TH ADDITION, AS RECORDED IN PLAT BOOK 34, PAGE 167; THENCE N67°21'36"E, A DISTANCE OF 55.63 FEET; THENCE N.03°09'02"E., A DISTANCE OF 189.43 FEET; THENCE N.01°00'36"E., A DISTANCE OF 248.15 FEET; THENCE N.12°46'33"E., A DISTANCE OF 149.16 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 177.00 FEET; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°39'24", A DISTANCE OF 181.20 FEET; THENCE N.45°52'51"W., A DISTANCE OF 180.93 FEET; THENCE N.41°24'28"W., A DISTANCE OF 163.95 FEET; THENCE S.45°52'15"W., A DISTANCE OF 223.17 FEET; THENCE S.20°12'43"E., A DISTANCE OF 89.37 FEET; THE FOREGOING TWELVE COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINE OF GOLF COURSE TRACT B (GC-B) AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE; THENCE S.58°02'15"W., A DISTANCE OF 377.79 FEET; THENCE S.59°43'39"W, A DISTANCE OF 245.44 FEET; THENCE S.70°01'24"W., A DISTANCE OF 176.98 FEET; THENCE S.70°10'45"W., A DISTANCE OF 178.01 FEET; THENCE S.57°46'09"W., A DISTANCE OF 116.60 FEET; THENCE S.51°41'41"W., A DISTANCE OF 110.08 FEET; THENCE S.04°51'22"E., A DISTANCE OF 151.70 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET; WHOSE RADIUS POINT BEARS N04°51'22"W, THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°49'43", A DISTANCE OF 15.00 FEET; THENCE N.04°51'22"W., A DISTANCE OF 141.55 FEET; THENCE S.51°41'41"W., A DISTANCE OF 50.00 FEET; THENCE N.82°30'53"W, A DISTANCE OF 85.25 FEET; THENCE N.13°50'42"W., A DISTANCE OF 201.39 FEET; THENCE N.64°19'55"E ALONG A BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 3RD ADDITION AS RECORDED IN PLAT BOOK 33, PAGE 182 OF SAID PUBLIC RECORDS., A DISTANCE OF 154.79 FEET; THENCE N.65°10'46"E. ALONG SAID BOUNDARY LINE, A DISTANCE OF 228.19 FEET; THENCE N.80°28'04"E. ALONG SAID BOUNDARY LINE AND A BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 2ND ADDITION, AS RECORDED IN PLAT BOOK 33, PAGES 107 AND 108 OF SAID PUBLIC RECORDS, A DISTANCE OF 232.07 FEET; THENCE N.69°40'38"E. ALONG SAID BOUNDARY LINE OF SAID BOUNDARY LINE OF LUCERNE LAKES

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HOMES, VILLAGE I, 2ND ADDITION, A DISTANCE OF 135.81; THENCE N.49°41'43"E. ALONG SAID BOUNDARY LINE AND A BOUNDARY LINE, A DISTANCE OF 323.41 FEET; THENCE N.43°15'44"E. ALONG SAID SOUTHEASTERLY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 2ND ADDITION AND ALONG THE BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, FIRST ADDITION, AS RECORDED IN PLAT BOOK 33, PAGES 31 THROUGH 32 OF SAID PUBLIC RECORDS, A DISTANCE OF 258.05 FEET; THENCE N.66°41'06"E. ALONG SAID BOUNDARY LINE, A DISTANCE OF 173.07 FEET; THENCE N.50°52'11"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 124.13 FEET; THENCE N.37°59'00"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 153.00 FEET; THENCE N.83°31'46"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 194.50 FEET; THENCE S.83°11'07"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 245.42 FEET; THENCE S.77°41'46"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 216.33 FEET; THENCE S.69°16'12"W. ALONG SAID BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, FIRST ADDITION AND A BOUNDARY LINE OF THE RECREATION AREA (GOLF COURSE TRACT), PLAT NO. 2, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 32, PAGE 191, A DISTANCE OF 402.93 FEET; THE FOREGOING TEN COURSES AND DISTANCES ARE ALONG THE BOUNDARY OF SAID RECREATION AREA (GOLF COURSE TRACT); THENCE N.09°24'07"W., A DISTANCE OF 180.30 FEET; THENCE S.89°02'49"W., A DISTANCE OF 85.47 FEET; THENCE N.38°27'22"E., A DISTANCE OF 333.93 FEET; THENCE N.29°32'49"E, A DISTANCE OF 386.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 382.85 FEET; WHOSE RADIUS POINT BEARS N.14°05'38"E., THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°05'19", A DISTANCE OF 80.78 FEET; THENCE S.15°21'19"W., A DISTANCE OF 353.74 FEET; THENCE S.51°44'42"E., A DISTANCE OF 117.75 FEET; THENCE N.63°13'12"E., A DISTANCE OF 270.89 FEET; THENCE S.83°56'12"E., A DISTANCE OF 140.86 FEET; THENCE S.61°23'19"E., A DISTANCE OF 160.00 FEET; THENCE N.59°25'42"E. ALONG THE BOUNDARY LINE OF WATER MANAGEMENT TRACT 2 (WMT-2), AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE, A DISTANCE OF 95.43 FEET; THENCE N.74°13'08"E. ALONG SAID BOUNDARY LINE OF WATER MANAGEMENT TRACT 2 (WMT-2), A DISTANCE OF 191.47 FEET; THENCE N.12°17'49"E. ALONG SAID BOUNDARY LINE AND ALONG A BOUNDARY LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 160.00 FEET; THENCE N.45°32'49"E. ALONG SAID BOUNDARY LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 77.00 FEET; THENCE S.68°59'09"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 58.02 FEET; THENCE S.29°07'35"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 58.60 FEET; THENCE S.14°27'11"E. ALONG SAID BOUNDARY LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 316.00 FEET; THENCE S.11°02'49"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 117.00 FEET; THENCE S.14°27'11"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 105.60 FEET; THENCE N.88°53'11"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 244.65 FEET; THENCE N.01°06'49"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 96.74 FEET; THENCE N.14°27'11"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 662.67 FEET; THENCE N.47°07'31"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 352.62 FEET; THENCE S.86°54'49"W. ALONG THE SOUTH BOUNDARY LINE OF SAID PLAT NO. 1, LUCERNE LAKES (PUD), A DISTANCE OF 794.00 FEET; THENCE N.79°50'42"W., ALONG SAID SOUTH BOUNDARY LINE, A DISTANCE OF 197.25 FEET TO THE SOUTHWEST CORNER OF THE GOLF COURSE TRACT AS SHOWN ON SAID PLAT NO. 1, LUCERNE LAKES (PUD); THENCE ALONG THE WEST LINE OF SAID GOLF COURSE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE N.00°57'11"W., A DISTANCE OF 145.00 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT GC-D, LUCERNE LAKES GOLF COURSE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT GC-D; THENCE ALONG THE WEST AND NORTH LINES OF SAID TRACT GC-D THE FOLLOWING FOUR (4) COURSES AND DISTANCES: N.00°57'11"W., A DISTANCE OF 220.07 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 115°23'52"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 140.99 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 26°15'19"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 261.20 FEET; THENCE S.01°48'31"E., A DISTANCE OF 132.44 FEET TO THE SOUTHWEST CORNER OF LUCERNE LAKES HOMES, VILLAGE I, 6TH ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGES 76 AND 77 OF SAID PALM BEACH COUNTY PUBLIC RECORDS; THENCE ALONG THE SOUTH LINE OF THE AFOREMENTIONED PLAT THE FOLLOWING FIVE (5) COURSES AND DISTANCES: N.87°41'17"E., A DISTANCE OF 232.02 FEET; THENCE N.80°59'05"E., A DISTANCE OF 255.66 FEET; THENCE S.89°35'48"E., A DISTANCE OF 295.91 FEET; THENCE N.86°37'34"E., A DISTANCE OF 240.13 FEET; THENCE N.87°44'49"E., A DISTANCE OF 282.08 FEET TO

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THE NORTHEAST CORNER OF SAID TRACT GC-D AND THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.80°01'42"W., A RADIAL DISTANCE OF 325.00 FEET; THENCE ALONG THE EAST LINE OF SAID TRACT GC-D THE FOLLOWING TWO (2) COURSES AND DISTANCES: SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 09°01'07", A DISTANCE OF 51.16 FEET TO THE POINT OF TANGENCY; THENCE S.00°57'11"E., A DISTANCE OF 95.47 FEET TO THE SOUTHEAST CORNER OF SAID TRACT GC-D; THENCE N.38°52'10"W., A DISTANCE OF 178.74 FEET TO AN INTERSECTION WITH A LINE 3.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID SOUTH LINE OF LUCERNE LAKES HOMES, VILLAGE I, 6TH ADDITION; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: S.87°44'49"W., A DISTANCE OF 176.13 FEET; THENCE S.86°37'34"W., A DISTANCE OF 240.20 FEET; THENCE N.89°35'48"W., A DISTANCE OF 295.77 FEET; THENCE S.80°59'05"W., A DISTANCE OF 255.59 FEET; THENCE S.87°41'17"W., A DISTANCE OF 232.23 FEET; THENCE S.89°02'09"W., A DISTANCE OF 150.67 FEET; THENCE S.60°00'00"W., A DISTANCE OF 191.14 FEET TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT GC-D; THENCE ALONG SAID EASTERLY PROLONGATION AND ALONG SAID SOUTH LINE, S.89°02'09"W., A DISTANCE OF 37.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT GC-D AND ALL OF TRACTS GC-E, WMT-3, WMT-4 AND WMT-5, LUCERNE LAKES GOLF COURSE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGES 184 THROUGH 189, AND A PORTION OF BLOCK 29, PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOLF COURSE TRACT E (GC-E) AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE; THE FOREGOING COURSES AND DISTANCES ARE ALONG THE BOUNDARY OF SAID LUCERNE LAKES GOLF COURSE; THENCE S.01°10'09"E., A DISTANCE OF 416.34 FEET; THENCE N.89°33'08"W., A DISTANCE OF 1196.60; THENCE S.08°07'36"E., A DISTANCE OF 401.87 FEET; THENCE S.49°04'38"W., A DISTANCE OF 82.77 FEET; THENCE S.49°23'31"E., A DISTANCE OF 207.59 FEET; S.78°59'32"E., A DISTANCE OF 296.83 FEET; THENCE N.89°08'10"E., A DISTANCE OF 269.13 FEET; THENCE N.82°54'01"E., A DISTANCE OF 291.07 FEET; THENCE S.07°17'34"E., A DISTANCE OF 582.73 FEET; THENCE S.89°49'18"W., A DISTANCE OF 56.20 FEET; THENCE S.03°38'15"E., A DISTANCE OF 476.31 FEET; THENCE N.89°15'01"W., A DISTANCE OF 632.12 FEET; THENCE S.84°04'08"W., A DISTANCE OF 403.23 FEET; THENCE S.81°51'08"W., A DISTANCE OF 565.84 FEET; THENCE N.08°45'17"W., A DISTANCE OF 415.60 FEET; THENCE N.02°08'54"W., A DISTANCE OF 407.00 FEET; THENCE N.73°43'52"E., A DISTANCE OF 47.17 FEET; THENCE S.46°44'50"E., A DISTANCE OF 88.00 FEET; S.07°04'46"E., A DISTANCE OF 638.38 FEET; THENCE N.73°34'49"E., A DISTANCE OF 356.10 FEET; THENCE N.77°26'12"E., A DISTANCE OF 207.71 FEET; THENCE N.50°38'35"E., A DISTANCE OF 41.70 FEET; THENCE S.83°58'53"E., A DISTANCE OF 370.74 FEET; THENCE N.81°46'19"E., A DISTANCE OF 284.29 FEET; THENCE N.32°51'29"E., A DISTANCE OF 131.19 FEET; THENCE N.10°18'48"W., A DISTANCE OF 276.68 FEET; THENCE N.42°43'48"E., A DISTANCE OF 123.07 FEET; THENCE N.01°17'34"E., A DISTANCE OF 51.04 FEET; THENCE N.25°27'38"W., A DISTANCE OF 149.47 FEET; THENCE N.88°04'14"W., A DISTANCE OF 715.91 FEET; THENCE N.47°15'05"W., A DISTANCE OF 503.26 FEET; THENCE S.44°18'30"W., A DISTANCE OF 42.30 FEET; THENCE S.02°10'42"E., A DISTANCE OF 532.53 FEET; THENCE S.77°43'05"W., A DISTANCE OF 139.83 FEET; THENCE N.46°44'50"W., A DISTANCE OF 242.00 FEET; THENCE N.04°55'41"E., A DISTANCE OF 507.63 FEET; THENCE N.26°56'04"E., A DISTANCE OF 316.98 FEET; THENCE N.18°06'07"E., A DISTANCE OF 382.89 FEET; THENCE N.37°42'59"E., A DISTANCE OF 117.74 FEET TO THE NORTHEAST CORNER OF THE RECREATION AREA (TRACT "C"), SUNRISE OF PALM BEACH PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGES 88 AND 89 OF SAID PALM BEACH COUNTY PUBLIC RECORDS; THENCE ALONG THE NORTH LINE OF SAID RECREATION AREA (TRACT "C"), S.89°02'09"W., A DISTANCE OF 233.48 FEET; THENCE LEAVING SAID NORTH LINE, THENCE N.60°00'00"E., A DISTANCE OF 252.95 FEET; THENCE N.89°02'09"E., A DISTANCE OF 89.69 FEET; THENCE N.87°41'17"E., A DISTANCE OF 237.86 FEET; THENCE N.80°59'05"E., A DISTANCE OF 253.68 FEET; THENCE S.89°35'48"E., A DISTANCE OF 291.82 FEET; THENCE N.86°58'36"E., A DISTANCE OF 242.06 FEET; THENCE N.87°44'49"E., A DISTANCE OF 110.21 FEET; THENCE S.38°52'10"E., A DISTANCE OF 214.93 FEET TO THE NORTH LINE OF SAID TRACT GC-E; THENCE ALONG SAID NORTH LINE, N.89°02'09"E., A DISTANCE OF 41.07 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATED IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 3,452,921 SQUARE FEET/79.2682 ACRES, MORE OR LESS.

RESOLUTION 2025-07

A RESOLUTION OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATION AND/OR GOVERNMENTAL ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, Forest Oaks Community Development District (the “District”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (the “Board”) noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadway improvements, stormwater management systems, water distribution systems, wastewater systems, entry landscaping, hardscaping and irrigation system improvements, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue capital improvement revenue bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that: (i) the District provide the Project (the “Project”), the nature and location of which was initially described in Resolution 2025-05 and is shown in the *Master Report of District Engineer*, dated January 24, 2025 (the “Engineer’s Report”), and which Project’s plans and specifications are on file in the District’s records office at 2501A Burns Road, Palm Beach Gardens, FL 33410; (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Project, the levying of such Special Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay a portion of the costs of the Project which are to be assessed against the benefitted properties, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Bonds, in one or more series (the “Bonds”).

(g) By Resolution 2025-05, the Board determined to provide the Project and to defray the costs thereof by making Special Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2025-05 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2025-05, said Resolution 2025-05 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2025-05, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2025-06 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear

before the Board and be heard as to: (i) the propriety and advisability of making the infrastructure improvements constituting the Project, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On February 28, 2025, at the time and place specified in Resolution 2025-06, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties within the District specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report*, dated January 24, 2025 (the "Assessment Report") attached hereto as **Exhibit B** and incorporated herein by this reference, which results in allocation of assessments in the manner set forth in the final assessment roll included therein (the "Special Assessments"); and

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain Project for construction of infrastructure improvements initially described in Resolution 2025-05, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Project and the costs to be paid by Special Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments on parcels specially benefited by the Project, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in

full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments or a portion of the remaining balance of the Special Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such special assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Palm Beach County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified the Assessment Report and in supplemental assessment methodology reports. As parcels of land or lots are platted, the Special Assessments securing the Bonds shall be allocated as set forth in such reports. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District’s boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District’s review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The

District Manager shall cause the Special Assessments to be reallocated to the units being platted and the remaining property in accordance with such the Assessment Report and supplemental assessment methodology reports, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with Mattamy Palm Beach LLC, that it intends to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in **Exhibit B** from being developed. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

SECTION 9. PROPERTY OWNED BY HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATIONS OR GOVERNMENTAL ENTITIES. Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Palm Beach County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED THIS 28TH DAY OF FEBRUARY 2025.

**FOREST OAKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Master Report of District Engineer, dated January 24, 2025*

Exhibit B: *Master Special Assessment Methodology Report, dated January 24, 2025*

Exhibit A

Master Report of District Engineer

Exhibit B

Master Special Assessment Methodology Report

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into this 24th day of January 2025, by and between:

Forest Oaks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Palm Beach County, Florida, with a mailing address of 2501A Burns Rd., Palm Beach Gardens, Florida 33410 (the “**District**”); and

Caulfield & Wheeler, Inc., a Florida corporation, with a mailing address of 7900 Glades Road, Suite 100, Boca Raton, Florida 33434 (the “**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the Board of County Commissioners of Palm Beach County, Florida; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, on January 24, 2025, the District's Board of Supervisors (the “**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES.

- A. The Engineer will provide general engineering services for the District, including:
1. Preparation of any necessary reports and attendance at meetings of the Board.
 2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 3. Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
 4. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:
1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
 2. Processing of contractors' pay estimates.
 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 4. Final inspection and requested certificates for construction, including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to the form set for in **Exhibit A** hereto (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

- B.** Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, the Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Notwithstanding the foregoing, the Engineer agrees that delivery of any Work Product necessary to proceed with the ongoing work of the District shall not be withheld or unreasonably delayed solely based upon the timing of the invoicing or payment. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with

respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 11. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 12. INSURANCE.

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
 3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars

and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.

4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B. All insurance policies, except for the Professional Liability Insurance, secured by Engineer pursuant to the terms of this Agreement shall be written on an “occurrence” basis to the extent permitted by law.
 - C. The District and the District’s officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida
 - D. If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

ARTICLE 13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 14. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure

of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, employees, or anyone directly or indirectly employed by the Engineer, shall comply with applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by applicable local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, employees, or anyone directly or indirectly employed by Engineer, shall maintain the generally accepted professional standard of care, skill, diligence, and professional competency for such work and/or services consistent with industry standards used by members of the Engineer's profession practicing under similar circumstances. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 17. INDEMNIFICATION.

- A. The Engineer agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.
- B. The Engineer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the

benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D. Neither District nor Engineer shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

ARTICLE 18. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 19. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 20. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Palm Beach County, Florida.

ARTICLE 21. NOTICE. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to Engineer:** Caulfield & Wheeler, Inc.
7900 Glades Road, Suite 100
Boca Raton, Florida 33434
Attn: Ryan Wheeler, P.E.
- B. **If to District:** Forest Oaks Community
Development District

2501A Burns Rd.
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

ARTICLE 22. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Michael McElligott** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEERS’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922,

MMCELLIGOTT@SDSINC.ORG, OR 2501A BURNS RD., PALM BEACH GARDENS, FLORIDA 33410.

ARTICLE 23. NO THIRD PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 25. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 26. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 27. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 28. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 29. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 30. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 31. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

ARTICLE 32. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 33. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

ARTICLE 34. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

ARTICLE 35. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.


Attest:

**FOREST OAKS COMMUNITY
DEVELOPMENT DISTRICT**


Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

CAULFIELD & WHEELER, INC.



Witness *Joanne Taylor*
7900 Glades Road, #100
Boca Raton, FL 33434



By: *PAUL WHEELER*

Its: *VICE PRESIDENT*

EXHIBIT A: Form of Work Authorization
EXHIBIT B: Rate Schedule

Exhibit A
Form of Work Authorization
_____, 2023

Forest Oaks Community Development District
Palm Beach County, Florida

Subject: **Work Authorization Number ____**
 Forest Oaks Community Development District

Dear Chairperson, Board of Supervisors:

Caulfield & Wheeler, Inc. (“Engineer”), is pleased to submit this work authorization to provide engineering services for the Forest Oaks Community Development District (the “District”). We will provide these services pursuant to our current agreement dated January 24, 2025 (“Engineering Agreement”) as follows:

I. Scope of Work

The District will engage Engineer to perform those services [INSERT SERVICES TO BE PROVIDED].

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Caulfield & Wheeler, Inc. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Forest Oaks Community
Development District

Date: _____

**Exhibit B
Rate Schedule**



CAULFIELD & WHEELER INC.
Consulting Engineers, Surveyors, & Landscape Architects

Celebrating
40
years

Engineering EB0001091
Surveying LB0001091
Landscape Architecture LC0001018

CWI HOURLY FEE SCHEDULE

Principals.....	\$250.00/hr.
Expert Witness Testimony.....	\$300.00/hr.
Professional Land Surveyor.....	\$170.00/hr.
UAS Aerial Lidar Laser Scanning & Photogrammetry.....	\$290.00/hr.
Mobile Lidar Laser Scanning.....	\$290.00/hr.
USV Hydrographic Echo Sounder.....	\$250.00/hr.
HDS Scanner Field Crew.....	\$250.00/hr.
Survey Crew.....	\$185.00/hr.
Engineering Design.....	\$170.00/hr.
Landscape Architect/Site Planning.....	\$180.00/hr.
CADD Technician/Draftsperson.....	\$100.00/hr.
Engineering Inspector.....	\$100.00/hr.
Office Technician.....	\$90.00/hr.

REIMBURSABLES

Prints.....	\$0.50/s.f.
Mylars.....	\$6.00/s.f.
USB Drive.....	\$20.00 Each
Federal Express Overnight Deliveries.....	Cost plus 13%
Federal Express First Overnight Deliveries.....	Cost plus 13%
Courier Deliveries.....	Cost plus 13%
Subcontractors.....	Cost plus 13%

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **MATTAMY PALM BEACH LLC**, a Delaware limited liability company, whose local address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, *Florida Statutes*, whose mailing address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

The potable water and wastewater system improvements described in **Exhibit A**, attached hereto and made a part hereof, situated, lying and being in the Palm Beach County, Florida.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims, or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 10 day of Feb, 2025.

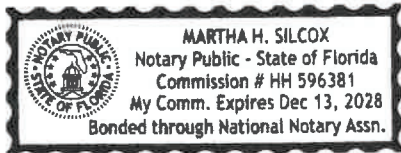
MATTAMY PALM BEACH, LLC, a
Delaware limited liability company

By: [Signature]

Name: Karl Albertson
Title: Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of FEBRUARY 2025, by KARL ALBERTSON, as VICE PRESIDENT of Mattamy Palm Beach, LLC, a Delaware limited liability company, for and on behalf of said entity, who is personally known to me or produced _____ as identification.



Martha Silcox
Print Name: MARTHA SILCOX
Notary Public, State of Florida

EXHIBIT A

SDA #
Prepared by and Return to:
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard,
ATTN: Plan Review, Engineering Section
West Palm Beach, Florida 33413

**ATTACHMENT TO BILL OF SALE
COST DOCUMENTATION FOR FACILITIES DEDICATED TO
PALM BEACH COUNTY**

Forest Oaks Residential, Pod A, B, C

PROJECT NAME

S.D.A. NUMBER

C

Parcel/Plat

Bill of Sale Date

1A

22-536

Phase

WUD Number

Potable Water Distribution System

Including Mains, Valves, Fittings & Hydrants, and All Appurtenances, Water Services up to Meter, Fire lines up to Double Detector Check Valve Assembly

\$ 678,995.00

Wastewater Collection System

Including Utility Owned Force and/or Gravity Mains, Valves, Fittings, Air Release Valves, Manholes, and All Appurtenances, Sewer Services including Clean Outs up to Limit of Palm Beach County Water Utilities Department Maintenance Responsibility.

\$ 756,695.00

Wastewater Pumping Station

Complete, Including All Appurtenances; Installed per P.B.C.W.U.D. Standards
(If Owned and Operated by Palm Beach County Water Utilities Department i.e. not private).

Lift Station Number(s) LS0731

\$ 461,200.00

Emergency Generator Serial Number(s) _____

\$ N/A

Reclaimed Water Distribution System

Including Mains, Valves, Fittings and All Appurtenances, Reclaimed Water Services up to the Meter.

\$ N/A

TOTAL VALUE OF CONTRIBUTED ASSETS

\$ 1,896,890.00

Note: Prices must include all material and labor of facilities as installed, and shown on Accepted "Record Drawings."

Certified By:

Paul Possanza



Contractor

Jackson Land Development

Print Name

Date: 1.17.2025

Property Owner

Karl Albertson – Authorized Agent

Print Name

Date: 2/10/2025

SDA #
Prepared by and Return to:
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
ATTN: Plan Review, Engineering Section
West Palm Beach, Florida 33413

PROPERTY OWNER'S NO LIEN AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, (PROPERTY OWNER) who, being by me first duly sworn, on oath deposes and says:

1. That he/she is the Property Owner (NAME) Karl Albertson – Authorized of the (PROJECT NAME) Forest Oaks Residential, Pod A, B, C (Phase 1A)
2. That to the best of Affiant's knowledge and belief all labor and materials furnished and used in connection with the construction of the Potable Water, Wastewater, and/or Reclaimed Water Facilities for said Project which were installed within the "dedicated roadways" and "utility easements" have been paid in full.
3. That Affiant, to the best of his/her knowledge and belief, does not know of any person or corporation who has or claims to have any lien for said labor performed or materials furnished.
4. Affiant makes this Affidavit to induce Palm Beach County to accept a Bill of Sale for said potable water, wastewater and reclaimed water facilities.
5. Affiant has the lawful right to execute this Property Owner's No Lien Affidavit.

**AFFIANT FURTHER SAITH NAUGHT.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

WITNESSES:

Signed, sealed and delivered in the presence of:

By: [Signature]
Witness Signature
SAM WICHO
Print Name
2500 QUANTUM LAKES DR. SUITE 215
Mailing Address BOYNTON BEACH, FL 33426

By: [Signature]
Witness Signature
JASON CORP
Print Name
2500 QUANTUM LAKES DR. SUITE 215
Mailing Address BOYNTON BEACH, FL 33426

PROPERTY OWNER:

By: [Signature]
Signature
Karl Albertson – Authorized Agent
Print Name (and Title if applicable)
2500 QUANTUM LAKES BLVD, STE 215
Mailing Address BOYNTON BEACH, FL 33426

By: _____
Signature

Print Name (and Title if applicable)

Mailing Address

SEAL

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of FEBRUARY, 2025, by KARL ALBERTSON (name of person acknowledging).

My commission Expires: 12/13/2028

[Signature]
Signature of Notary
MARTHA SILCOX
Typed, Printed or Stamped Name of Notary



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, *Florida Statutes*, whose mailing address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “**Seller**”) paid by the **PALM BEACH COUNTY, FLORIDA**, c/o Water Utilities Department, 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413 (the “**County**”), for good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the County, its successors and assigns, the following described property, assets and rights, to-wit:

The potable water and wastewater system improvements described in **Exhibit A**, attached hereto and made a part hereof, situated, lying and being in the Palm Beach County, Florida.

TO HAVE AND TO HOLD all of the foregoing unto the County, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims, or liens.

AND the Seller does hereby covenant to and with the County, its successors, and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors, and materialmen furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the County, its successors, and assigns, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this 10 day of Feb, 2025.

Signed, sealed and delivered in the presence of:

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT a local unit of special government established and existing pursuant to Ch. 190, Florida Statutes

Witness:

Sam Niccio
Name: SAM NICCIO

Karl Albertson
Karl Albertson
Chairman, Board of Supervisors

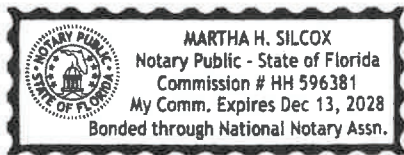
Witness:

Jason Corp
Name: JASON CORP

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of FEBRUARY 2025, by Karl Albertson as Chairman of the Board of Supervisors of the Forest Oaks Community Development District. He is personally known to me or has produced _____ as identification.



Martha Silcox
Notary Public
Name: MARTHA SILCOX
State of Florida at Large
Commission Expires: 12/13/2028

(NOTARY SEAL)

EXHIBIT A

SDA #
Prepared by and Return to:
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard,
ATTN: Plan Review, Engineering Section
West Palm Beach, Florida 33413

**ATTACHMENT TO BILL OF SALE
COST DOCUMENTATION FOR FACILITIES DEDICATED TO
PALM BEACH COUNTY**

Forest Oaks Residential, Pod A, B, C

PROJECT NAME

S.D.A. NUMBER

C

Parcel/Plat

Bill of Sale Date

1A

22-536

Phase

WUD Number

Potable Water Distribution System

Including Mains, Valves, Fittings & Hydrants, and All Appurtenances, Water Services up to Meter, Fire lines up to Double Detector Check Valve Assembly

\$ 678,995.00

Wastewater Collection System

Including Utility Owned Force and/or Gravity Mains, Valves, Fittings, Air Release Valves, Manholes, and All Appurtenances, Sewer Services including Clean Outs up to Limit of Palm Beach County Water Utilities Department Maintenance Responsibility.

\$ 756,695.00

Wastewater Pumping Station

Complete, Including All Appurtenances; Installed per P.B.C.W.U.D. Standards
(If Owned and Operated by Palm Beach County Water Utilities Department i.e. not private).

Lift Station Number(s) LS0731

\$ 461,200.00

Emergency Generator Serial Number(s) _____

\$ N/A

Reclaimed Water Distribution System

Including Mains, Valves, Fittings and All Appurtenances, Reclaimed Water Services up to the Meter.

\$ N/A

TOTAL VALUE OF CONTRIBUTED ASSETS

\$ 1,896,890.00

Note: Prices must include all material and labor of facilities as installed, and shown on Accepted "Record Drawings."

Certified By:

Paul Possanza



Contractor

Jackson Land Development

Print Name

Date: 1.17.2025



Property Owner

Karl Albertson – Authorized Agent

Print Name

Date: 2/10/2025

SDA #
Prepared by and Return to:
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
ATTN: Plan Review, Engineering Section
West Palm Beach, Florida 33413

PROPERTY OWNER'S NO LIEN AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, (PROPERTY OWNER) who, being by me first duly sworn, on oath deposes and says:

1. That he/she is the Property Owner (NAME) Karl Albertson – Authorized of the (PROJECT NAME) Forest Oaks Residential, Pod A, B, C (Phase 1A)
2. That to the best of Affiant's knowledge and belief all labor and materials furnished and used in connection with the construction of the Potable Water, Wastewater, and/or Reclaimed Water Facilities for said Project which were installed within the "dedicated roadways" and "utility easements" have been paid in full.
3. That Affiant, to the best of his/her knowledge and belief, does not know of any person or corporation who has or claims to have any lien for said labor performed or materials furnished.
4. Affiant makes this Affidavit to induce Palm Beach County to accept a Bill of Sale for said potable water, wastewater and reclaimed water facilities.
5. Affiant has the lawful right to execute this Property Owner's No Lien Affidavit.

**AFFIANT FURTHER SAITH NAUGHT.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

WITNESSES:

Signed, sealed and delivered in the presence of:

By: [Signature]
Witness Signature
Jim Nickeo
Print Name
2500 Quantum Lakes Dr. suite 215
Mailing Address Boynton Beach, FL 33426

By: [Signature]
Witness Signature
Jason Corp
Print Name
2500 Quantum Lakes Dr. suite 215
Mailing Address Boynton Beach FL 33426

PROPERTY OWNER:

By: [Signature]
Signature
Karl Albertson – Authorized Agent
Print Name (and Title if applicable)
2500 Quantum Lakes Blvd, Ste 215
Mailing Address Boynton Beach, FL 33426

By: _____
Signature

Print Name (and Title if applicable)

Mailing Address

SEAL

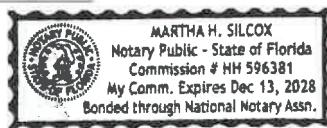
NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of FEBRUARY, 2025, by KARL ALBERTSON (name of person acknowledging).

My commission
Expires: 12/13/2028

[Signature]
Signature of Notary
MARTHA SILCOX
Typed, Printed or Stamped Name of Notary





DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

Governmental Center - Fifth Floor
301 North Olive Avenue
West Palm Beach, FL 33401
tel 561.355.3230
fax 561.355.3963
pbcgov.org/papa

Administration
C. Dino Maniotis, CFE
Tax Roll Coordinator
301 North Olive Avenue, 5th Flr
West Palm Beach, FL 33401
tel 561.355.2681
fax 561.355.3963
dmanioti@pbcgov.org

January 27, 2025

Brielle A. Barba, Administrative Assistant
Forest Oaks CCD
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

Dear Barba,

Attached, is the copy of our standard agreement for services in accordance with Florida Statutes 197.3632 (3). Please advise your board to execute two copies at their next scheduled meeting. Return all originals to the Property Appraiser's Office, one set with Mrs. Jacks signature will be returned to you for your files. Please provide the Levying Authority name, Purpose of Assessment and Contact Information to the Property Appraiser's office it is very important that you return it back to us.

If you wish the Property Appraiser's Office to distribute your non-ad valorem data directly to Palm Beach County Information System Services (ISS), please contact Harin Patel, Systems Integrator at 561-3554248. Please call Dino at (561) 355-2681 if you need further assistance in this matter.

Sincerely,

Dino Maniotis, CFE
Tax Roll Coordinator

enc.

cc: Information System Services
Palm Beach County Tax Collector

WEST COUNTY
SERVICE CENTER
2976 State Road 15
Belle Glade, FL 33430
tel 561.996.4890
fax 561.996.1661

NORTH COUNTY
SERVICE CENTER
3188 PGA Blvd., Suite 2301
Palm Beach Gardens, FL 33410
tel 561.624.6521
fax 561.624.6565

MID-WESTERN COMMUNITIES
SERVICE CENTER
200 Civic Center Way, Suite 200
Royal Palm Beach, FL 33411
tel 561.784.1220
fax 561.784.1241

SOUTH COUNTY
SERVICE CENTER
14925 Cumberland Drive
Delray Beach, FL 33446
tel 561.376.1250
fax 561.276.2778

AGREEMENT

THIS AGREEMENT made and entered into this 27TH day of **January, 2025**, by and between Dorothy Jacks, as Palm Beach County Property Appraiser (the "Appraiser"), and **Forest Oaks CCD District**, hereinafter "Local Government",

WHEREAS, Local Government has elected under Section 197.363(1), Florida Statutes, for the collection of its non-ad valorem assessments pursuant to the uniform method for the levy, collection and enforcement of non-ad valorem assessments as provided for in Section 197.3632, Florida Statutes, and Local Government's adoption and

WHEREAS, the Appraiser and Local Government are required to enter into an agreement pursuant to Section 197.3632(2), Florida Statutes, for the Appraiser to provide the Local Government with the information outlined in Section 197.3632(3)(b), Florida Statutes; and

WHEREAS, Chapter 92-264, Laws of Florida was enacted to provide that non-ad valorem assessments be set forth in the Notice of Proposed Property Taxes for Palm Beach County;

NOW, THEREFORE, in consideration of the following covenants, conditions and promises the parties agree as follows:

1. The above representations are true and correct.
2. The Appraiser is entering into this Agreement without any determination that Local Government is qualified to collect its non-ad valorem assessments by the uniform method, and to the extent permitted by law, Local Government will indemnify and hold the Appraiser harmless from any challenge thereto, subject to the provisions of Florida Statute 768.28 relating to sovereign immunity.
3. The Appraiser will provide to Local Government the information described in Section 197.3632(3)(b), Florida Statutes, in compatible electronic medium by June 1, 2025.
4. Local Government in levying and collecting non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes, will provide to the Appraiser the assessment rate expressed in dollars and cents per unit of assessment, the associated assessment amount and the purpose of the assessment, extended against each parcel within the boundaries of Local Government in compatible electronic medium prior to July 28, 2025. Should the above date fall upon a Holiday, Saturday or Sunday the Local Government will agree to provide to the Appraiser by the last business day prior to the Holiday, Saturday or Sunday.
5. The Appraiser will utilize the information provided by the Local Government pursuant to paragraph 4 herein in preparing the Notice of Proposed Property Taxes pursuant to Section 200.069, Florida Statutes, and, in addition to the information required in the Notice required by Section 200.069, Florida Statutes, the Appraiser shall include the non-ad valorem assessment levied pursuant to Section 197.3632, Florida Statutes, as separate, itemized entries.
6. Additionally, the Appraiser agrees to make available to Local Government an additional list of the information described in Section 197.3632(3)(b), Florida Statutes, shortly before the September 12, 2025 certification date for Local Government to reflect the changes to the assessment roll between said date and June 1, 2025.
7. In return for the providing of the information as outlined in Paragraphs 3 and 6, Local Government agrees to reimburse the Appraiser, in accordance with Section 197.3632(2), Florida Statutes, for the necessary administrative costs, as described in exhibit 'A', incurred in providing the information.
8. The parties recognize the Appraiser processes changes to the assessment roll through a procedure known as Certificate of Corrections (C of C's). The Appraiser agrees to provide a copy of each C of C's processed to Local Government. The parties recognize Local Government has a process to make changes on its assessment roll. Local Government agrees to provide the Appraiser with information in written form, of any changes it makes.
9. This agreement shall automatically be extended hereafter, from year to year, unless and until terminated by either of the parties. This Agreement may be terminated at any time by the Local Government upon written notice to the Appraiser and payment for all services provided under this Agreement through the date of termination. This Agreement may be terminated at any time by the Appraiser upon written notice to the Local Government; however, notice given by the Appraiser after January 1 and prior to October 1, shall be effective only following completion of certification of that year's non-ad valorem tax roll. Upon cancellation of the Agreement by the Appraiser, the Local Government shall reimburse all outstanding bills to the Appraiser within a reasonable time.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

Local Government

By: _____

Dorothy Jacks, as Palm Beach
County Property Appraiser

Attest: _____

Exhibit 'A'

Non Ad Valorem - Cost Summary

The following is a summary of costs which this office will assess to each Local Government that utilizes the uniform method of collection. All costs will be assessed on an annual basis at the end of each Tax Roll cycle. These costs are subject to change, and if a change is to be made the Local Government will be notified of that change at the beginning of the Tax Roll cycle.

(A) There will be an initial cost for setting up the new NAV assessment to the tax roll. The amount to be charged will be the greater of the actual cost and expenses incurred by the Property Appraiser's Office or \$500. This cost may include personnel cost, forms, supplies, data processing computer equipment, postage and programming cost.

(B) Administrative services: This fee covers administrative costs and services per F.S. 197.3632(2) which will be assessed to each Local Government annually until the cancellation of the Agreement.

Administrative services = \$150.00/ Local Government per year

Agreement with Palm Beach County and Forest Oaks CDD

Re: Non-Ad Valorem Assessment Services

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for information technology (“IT”) services is entered into this ____ day of _____, 2025, by and between the Forest Oaks Community Development District (“LOCAL GOVERNMENT”) and Palm Beach County (“COUNTY”) a political subdivision of the State of Florida.

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the LOCAL GOVERNMENT and the COUNTY have recognized the need for the LOCAL GOVERNMENT to obtain IT services (“IT”) for the purpose of gaining access to IT resources at a cost savings due to the ability of COUNTY to leverage its resources for the greater good of citizens of COUNTY, the State of Florida, and any public sector organization that can benefit from these services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

The purpose of this Agreement is to provide IT services to the LOCAL GOVERNMENT for the purposes described in the attached Exhibit A.

Section 2 Approval

The COUNTY approves of the LOCAL GOVERNMENT’s participation in the use of the COUNTY’s IT resources and any other services as specified in the attached Exhibit A.

Agreement with Palm Beach County and Forest Oaks CDD

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Section 3 Exhibits

The attached Exhibit A made a part hereof, delineates the services to be provided to the LOCAL GOVERNMENT by the COUNTY through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the COUNTY and the LOCAL GOVERNMENT in this regard, and sets forth an issue, communication, escalation and resolution process, as well as methodologies for billing and paying for IT services.

Section 4 Term

The term of this Agreement including all Exhibits, unless terminated as provided in Section 6 herein, is for a period of one (1) year with automatic annual renewals.

Section 5 Resale of IT Services

The LOCAL GOVERNMENT shall not share or resell any portion of the COUNTY's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination

COUNTY reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon sixty (60) days' notice to LOCAL GOVERNMENT. LOCAL GOVERNMENT may terminate this Agreement for lack of funding, cause or convenience upon sixty (60) days' notice to COUNTY. However, notice given by either party after Jan 1st and prior to October 1st, shall be effective only following completion of the certification of that year's non-ad valorem tax roll. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Section 7 Indemnification and Hold Harmless

The LOCAL GOVERNMENT shall indemnify, defend and hold harmless COUNTY, its agents, employees and elected officers against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether at trial or appellate levels or otherwise, arising out of

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the acts or omissions of the LOCAL GOVERNMENT. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The COUNTY has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: Forest Oaks Community Development District
 c/o Special District Services, Inc
 2501A Burns Road
 Palm Beach Gardens, FL 33410
 (Telephone: 561-630-4922)

With a copy to: Forest Oaks Community Development District
 c/o Special District Services, Inc
 2501A Burns Road
 Palm Beach Gardens, FL 33410
 (Telephone: 561-630-4922)

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To: **COUNTY:** Verdenia C. Baker, County Administrator
c/o Archie Satchell, Information Systems Services CIO
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2823)

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 9 **Entire Agreement**

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

Section 10 **Choice of Law and Venue**

This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

Section 11 **Binding Agreement**

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 12 **Subject to Funding**

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 13 **Nondiscrimination**

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status,

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familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

Section 14 Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., the LOCAL GOVERNMENT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The LOCAL GOVERNMENT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The LOCAL GOVERNMENT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the LOCAL GOVERNMENT does not transfer the records to the public agency.

- D. Upon completion of the Agreement, the LOCAL GOVERNMENT shall transfer, at no cost to the COUNTY, all public records in possession of the LOCAL GOVERNMENT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the LOCAL GOVERNMENT transfers all public records to the COUNTY upon completion of the Agreement, the LOCAL GOVERNMENT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure

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requirements. If the LOCAL GOVERNMENT keeps and maintains public records upon completion of the Agreement, the LOCAL GOVERNMENT shall meet all applicable requirements for retaining public records. All records stored electronically by the LOCAL GOVERNMENT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the LOCAL GOVERNMENT to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. LOCAL GOVERNMENT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Section 15 Access and Audits

The LOCAL GOVERNMENT shall maintain records relating to this Agreement for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at any of the LOCAL GOVERNMENT'S places of business.

Section 16 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County

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Code, Section 2-421 – 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed COUNTY contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the LOCAL GOVERNMENT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 17 Regulations, Licensing Requirements

The LOCAL GOVERNMENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The LOCAL GOVERNMENT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 18 No Third Party Beneficiary

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

Section 19 No Agency

Nothing contained herein is intended to nor shall create an agency relationship between the COUNTY and LOCAL GOVERNMENT.

Section 20 No Assignability

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by LOCAL GOVERNMENT, without the prior written consent of the COUNTY.

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Section 21 Amendments

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 22 Waiver

If the COUNTY shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

Section 23 Continuing Obligations

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

Section 24 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 25 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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Section 26 **Scrutinized Companies**

As provided in F.S. 287.135(2)(a), by entering into this Agreement, LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform or benefit hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

When agreement value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by LOCAL GOVERNMENT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

Section 27 **Public Entity Crimes**

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, the LOCAL GOVERNMENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

Section 28 **Counterparts**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. LOCAL GOVERNMENT shall execute by manual means only, unless the COUNTY provides otherwise.

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Section 29 E-Verify – Employment Eligibility

LOCAL GOVERNMENT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended and that it is registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers. COUNTY shall terminate this Contract if it has a good faith belief that LOCAL GOVERNMENT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

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Re: Non-Ad Valorem Assessment Services

IN WITNESS WHEREOF, the COUNTY and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Archie Satchell, CIO, ISS

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

By: _____
Karl Albertson, Chair

By: _____
Michael McElligott, Secretary

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lindsay Whelan, District Attorney

EXHIBIT A

Assignment of Property Data and Development of Annual Assessments for Palm Beach County Non-Ad Valorem Districts – Forest Oaks Community Development District

The purpose of this Exhibit is to identify the roles and responsibilities of Palm Beach County (“County”) and Forest Oaks Community Development District (“Local Government”) in carrying out the terms of the Agreement regarding Non-Ad Valorem (NAV) Assessment Support Services. This Exhibit delineates the services to be provided by County through the Information Systems Services Department (“ISS”) and describes the associated costs and payment requirements.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the County and the Local Government agree as follows:

1. The Local Government agrees that County, through ISS will take compatible electronic medium from the Property Appraiser on June 1st of each year pursuant to the provisions of Section 197.3632 (3)(b), Florida Statutes.
2. In addition Local Government agrees that County will take said compatible electronic medium from the Property Appraiser, prior to September 15 of each year’s certification date, which will include the same information as the June 1st electronic medium plus the changes made thereto since June 1st.
3. Local Government further agrees to provide County, with all the information and assistance reasonably necessary to complete the data processing required to certify Local Government’s non-ad valorem assessment roll to the Tax Collector and provide the non-ad valorem assessments to the Property Appraiser for the Notice of Proposed Property Taxes on compatible electronic medium.
4. Local Government agrees to provide final approval to County no later than July 28th for the Notice of Proposed Property Taxes and September 12th for the Actual Property Tax Notices. Should the above date fall upon a holiday, Saturday or Sunday, Local Government will agree to provide final approval by the last business day prior to the holiday, Saturday or Sunday. If the approval is not received by 5:00 p.m. on the appropriate date, Local Government agrees it will take the necessary actions, at its sole expense, to notify its non-

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ad valorem parcel owners of the Notice of Proposed Property Taxes and/or Actual Property Tax Notices for that year.

5. The parties recognize that County will be processing several non-ad valorem assessment rolls for various local governments at the same time and Local Government agrees to provide timely information and assistance as may be required by County during the certification process; including, if necessary, personnel on location in County offices to verify the calculations being made by the computer.
6. County and Local Government agree each will do any and everything reasonably necessary to accurately produce Local Government's non-ad valorem assessment roll. Local Government recognizes that problems may arise in spite of efforts by County, and County shall not be held liable as a result of its processing of Local Government's non-ad valorem assessment roll.

Section A: Annual Planning and Exhibit Review

There will be an annual review of this Exhibit to ensure all parties are satisfied with services rendered to date and to determine whether any amendments are required.

Section B: Description of Services

Baseline services from the County for Non-Ad Valorem Assessment Support Services will include:

1. Loading of the Local Government's data (Property Control Numbers) provided by the Property Appraiser's office for the generation of the Notice of Proposed Property Taxes in August.
2. Provide one (1) set of reports and/or data files based on the data received from the Property Appraiser's Office in May utilizing the existing calculation rates on file from the prior year's Actual Property Taxes.
3. Provide additional set of reports and/or data files using the new and or approved calculation rates provided by the Local Government for the Notice of Proposed Property Taxes.

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4. Loading of the Local Government’s data (Property Control Numbers) provided by the Property Appraiser’s Office for the generation of the Tax Collector’s Actual Property Taxes in October.
5. Provide one (1) set of reports and/or data files based on the data received from the Property Appraiser office in August utilizing the existing calculation rates used on the Notice of Proposed Property Taxes.
6. Provide additional set of reports and/or data files using the new and/or approved calculation rates provided by the Local Government for the Tax Collector’s Actual Property Taxes.
7. Each additional set of reports not listed above will be provided at the rate of \$125.00 per hour.

Section C: Fees for Non-Ad Valorem Assessment Services

Tiers	Assessment Ranges	Fee
1	≤ \$50,000	\$150
2	>\$50,000 to ≤\$150,000	\$210
3	>\$150,000 to ≤\$300,000	\$420
4	>\$300,000 to ≤\$550,000	\$770
5	>\$550,000 to ≤\$800,000	\$1,120
6	>\$800,000 to ≤\$1,100,000	\$1,540
7	> \$1,100,000 to ≤\$1,450,000	\$2,030
8	> \$1,450,000 to ≤\$1,850,000	\$2,630
9	> \$1,850,000 to ≤\$2,300,000	\$3,220
10	> \$2,300,000	\$3,850

Section D: Billing and Payment

The Local Government further agrees to reimburse County for all costs incurred in producing the non-ad valorem assessment roll for Local Government described in Exhibit A. Payment shall be made to County within 45 days, following receipt of its invoices.

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The County shall submit annual invoices to the Local Government which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section E: Annual Review of Fees

The County reserves the right to review the fees included in this Exhibit on an annual basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

**CONSIDER PALM BEACH COUNTY
TAX COLLECTOR AGREEMENT**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**