



**FOREST OAKS  
COMMUNITY DEVELOPMENT  
DISTRICT**

**PALM BEACH COUNTY  
REGULAR BOARD MEETING  
SEPTEMBER 26, 2025  
10:00 A.M.**

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

[www.forestoakscdd.org](http://www.forestoakscdd.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**  
September 26, 2025  
10:00 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions and Deletions to the Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. June 27, 2025 Regular Board Meeting & Public Hearing Minutes.....Page 2
- G. Old Business
- H. New Business
  - 1. Consider Resolution No. 2025-15 – Adopting a Fiscal Year 2023/2024 Amended Budget.....Page 6
  - 2. Consider Resolution No. 2025-16 – Goals and Objectives Annual Report.....Page 11
  - 3. Consider Approval of Addendum to Pump Station Maintenance Proposal.....Page 14
- I. Administrative Matters
- J. Board Member Comments
- K. Adjourn

Publication Date  
2025-09-16

Subcategory  
Miscellaneous Notices

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF REGULAR BOARD MEETING

The Board of Supervisors of the Forest Oaks Community Development District (the District) will hold their Regular Board Meeting (Meeting) on September 26, 2025, at 10:00 a.m. in the offices of Mattamy Homes Palm Beach, LLC located at 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426 for the purpose of addressing any business that may come before the Board.

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting. A copy of the agenda for this Meeting 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 this Meeting 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 Meeting 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](http://www.forestoakscdd.org)

9/16/25 #11652295

**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
JUNE 27, 2025**

**A. CALL TO ORDER**

The Regular Board Meeting of the Forest Oaks Community Development District (the “District”) was called to order on June 27, 2025, at 10:00 a.m. at office of Mattamy Homes USA located at 2500 Quantum Lakes Drive, Suite 215, 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 June 6, 2025, and June 13, 2025, as legally required.

**C. CONSIDER RESIGNATION**

**1. Consider the Resignation of Jason Corp**

Mr. McElligott presented the resignation letter of Mr. Corp. After a brief discussion, there was a **motion** by Mrs. Burke, and a second by Mr. Nicho, to accept the resignation of Mr. Corp. The **motion** passed **3-0**.

**2. Declare Seat 2 Vacant**

Following the acceptance of the resignation of Mr. Corp, there was a **motion** made by Mr. Nicho, with a second by Mr. Albertson declaring Seat 2 vacant. The **motion** passed **3-0**.

**D. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Karl Albertson, Sam Nicho, and Janice Burke.

Also in attendance were Michael McElligott of Special District Services, Inc.; and Attorney Bennett Davenport of Kutak Rock (via phone).

Also in attendance were Tony Piscopo from Mattamy Homes and member of the public Jonathan Ramirez.

**E. ADDITIONS OR DELETIONS TO AGENDA**

Mr. Alberson nominated Tony Piscopo to fill vacant seat # 2. After a brief discussion, there was a **motion** by Mr. Nicho, with a second by Mr. Albertson, to appoint Mr. Piscopo to vacant seat # 2. The **motion** passed **3-0**.

Mr. McElligott administered the Oath of Office and sat Mr. Piscopo. Mr. Bennett went over Board Member obligations and responsibilities, including, but not limited to, the Sunshine Law and Form 1 requirements.

#### **F. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

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

#### **G. APPROVAL OF MINUTES**

##### **1. April 25, 2025, Regular Board Meeting**

Mr. McElligott presented the minutes of April 25, 2025, Regular Board Meeting and asked if there were any changes and/or corrections. There being no changes or corrections, a **motion** was made by Mr. Nicho, seconded by Mrs. Burke, and **unanimously passed** approving the minutes of the April 25, 2025, regular Board Meeting, as presented.

The Public Hearing was opened at 10:09 am.

#### **H. PUBLIC HEARING**

##### **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 June 6, 2025, and June 13, 2025, as legally required.

##### **2. Receive Public Comment on the Fiscal 2025/2026 Final Budget**

Mr. McElligott noted that there were no public comments.

##### **3. Consider Resolution No. 2025-11 – Adopting a Fiscal Year 2025/2026 Final Budget**

Mr. McElligott presented Resolution No. 2025-11, entitled:

#### **RESOLUTION NO. 2025-11**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

Mr. McElligott presented the Budget in the meeting materials. After a brief discussion, a **motion** was made by Mrs. Burke, seconded by Mr. Nicho, to adopt Resolution No. 2025-11, as presented. Upon being put to a vote, the **motion** carried **3 to 0**.

##### **4. Consider Resolution No. 2025-12 – Adopting a Fiscal Year 2025/2026 Annual Assessment**

Mr. McElligott presented Resolution No. 2025-12, entitled:

## **RESOLUTION NO. 2025-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025/2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Mr. McElligott went over the assessment roll. After a brief discussion, a **motion** was made by Mr. Nicho, seconded by Mrs. Burke, to adopt Resolution No. 2025-12, as presented. Upon being put to a vote, the **motion** carried **3 to 0**.

### **I. OLD BUSINESS**

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

### **J. NEW BUSINESS**

#### **1. Consider Resolution No. 2025-13 – Adopting a Fiscal Year 2025/2026 Meeting Schedule**

Mr. McElligott presented Resolution 2025-13, entitled:

## **RESOLUTION NO. 2025-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE.**

Mr. McElligott presented the FY 2025/2026 meeting schedule in the meeting book. After a brief discussion among the Board, there was a **motion** by Mr. Nicho, with a second by Mr. Albertson approving Resolution 2025-13 as presented. The **motion** passed **3-0**.

#### **2. Consideration Resolution 2025-14 – Ratifying the Sale of the 2025 Bonds**

Mr. McElligott presented Resolution 2025-14, entitled:

## **RESOLUTION 2025-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Davenport presented the resolution. After a brief discussion among the Board, there was a **motion** by Mrs. Burke, with a second by Mr. Nicho approving Resolution 2025-14, as presented. The **motion** passed **3-0**.

**I. ADMINISTRATIVE MATTERS**

Mr. McElligott reminded the Board about Form 1's and ethic training.

**J. BOARD MEMBER COMMENTS**

There were no further Board Member comments.

**K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mrs. Burke, seconded by Mr. Nicho and **passed unanimously** adjourning the Regular Board Meeting at 10:23 a.m.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

**RESOLUTION NO. 2025-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Forest Oaks Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

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

**Section 1.** The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is hereby approved and adopted.

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

**PASSED, ADOPTED and EFFECTIVE** this 25<sup>th</sup> day of September, 2025.

**ATTEST:**

**FOREST OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

# Forest Oaks Community Development District

**Amended Final Budget For  
Fiscal Year 2024/2025  
October 1, 2024 - September 30, 2025**

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- I        AMENDED FINAL OPERATING FUND BUDGET**
- II       AMENDED FINAL DEBT SERVICE FUND BUDGET - SERIES 2025**

**AMENDED FINAL BUDGET**  
**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

|                                          | FISCAL YEAR<br>2024/2025<br>BUDGET<br>10/1/24 - 9/30/25 | AMENDED<br>FINAL<br>BUDGET<br>10/1/24 - 9/30/25 | YEAR<br>TO DATE<br>ACTUAL<br>10/1/24 - 8/31/25 |
|------------------------------------------|---------------------------------------------------------|-------------------------------------------------|------------------------------------------------|
| <b>REVENUES</b>                          |                                                         |                                                 |                                                |
| O&M ASSESSMENTS                          | 0                                                       | 0                                               | 0                                              |
| DEVELOPER CONTRIBUTION                   | 145,239                                                 | 100,000                                         | 83,494                                         |
| DEBT ASSESSMENTS                         | 0                                                       | 0                                               | 0                                              |
| OTHER REVENUE                            | 0                                                       | 0                                               | 0                                              |
| INTEREST INCOME                          | 1                                                       | 220                                             | 208                                            |
| <b>TOTAL REVENUES</b>                    | <b>\$ 145,240</b>                                       | <b>\$ 100,220</b>                               | <b>\$ 83,702</b>                               |
| <b>EXPENDITURES</b>                      |                                                         |                                                 |                                                |
| <b>ADMINISTRATIVE EXPENDITURES</b>       |                                                         |                                                 |                                                |
| SUPERVISOR FEES                          | 0                                                       | 0                                               | 0                                              |
| MANAGEMENT                               | 36,000                                                  | 27,500                                          | 25,000                                         |
| LEGAL                                    | 30,000                                                  | 33,000                                          | 24,553                                         |
| ASSESSMENT ROLL                          | 7,500                                                   | 5,000                                           | 0                                              |
| AUDIT FEES                               | 4,000                                                   | 0                                               | 0                                              |
| ARBITRAGE REBATE FEE                     | 650                                                     | 0                                               | 0                                              |
| INSURANCE                                | 6,000                                                   | 2,986                                           | 2,986                                          |
| LEGAL ADVERTISING                        | 15,000                                                  | 20,000                                          | 16,754                                         |
| MISCELLANEOUS                            | 1,500                                                   | 500                                             | 212                                            |
| POSTAGE                                  | 300                                                     | 50                                              | 43                                             |
| OFFICE SUPPLIES                          | 1,500                                                   | 1,600                                           | 1,591                                          |
| DUES & SUBSCRIPTIONS                     | 175                                                     | 325                                             | 325                                            |
| TRUSTEE FEES                             | 4,200                                                   | 0                                               | 0                                              |
| CONTINUING DISCLOSURE FEE                | 1,000                                                   | 0                                               | 0                                              |
| <b>TOTAL ADMINISTRATIVE EXPENDITURES</b> | <b>\$ 107,825</b>                                       | <b>\$ 90,961</b>                                | <b>\$ 71,464</b>                               |
| <b>MAINTENANCE EXPENDITURES</b>          |                                                         |                                                 |                                                |
| ENGINEERING/INSPECTIONS                  | 3,500                                                   | 1,500                                           | 0                                              |
| LAKE MAINTENANCE                         | 7,800                                                   | 500                                             | 0                                              |
| LITTORAL MAINTENANCE                     | 5,400                                                   | 500                                             | 0                                              |
| DRY AREA MAINTENANCE                     | 6,000                                                   | 500                                             | 0                                              |
| LIFT STATION MAINTENANCE                 | 6,000                                                   | 500                                             | 0                                              |
| <b>TOTAL MAINTENANCE EXPENDITURES</b>    | <b>\$ 28,700</b>                                        | <b>\$ 3,500</b>                                 | <b>\$ -</b>                                    |
| <b>TOTAL EXPENDITURES</b>                | <b>\$ 136,525</b>                                       | <b>\$ 94,461</b>                                | <b>\$ 71,464</b>                               |
| <b>REVENUES LESS EXPENDITURES</b>        | <b>\$ 8,715</b>                                         | <b>\$ 5,759</b>                                 | <b>\$ 12,238</b>                               |
| BOND PAYMENTS                            | 0                                                       | 0                                               | 0                                              |
| <b>BALANCE</b>                           | <b>\$ 8,715</b>                                         | <b>\$ 5,759</b>                                 | <b>\$ 12,238</b>                               |
| COUNTY APPRAISER & TAX COLLECTOR FEE     | (2,905)                                                 | 0                                               | 0                                              |
| DISCOUNTS FOR EARLY PAYMENTS             | (5,810)                                                 | 0                                               | 0                                              |
| <b>EXCESS/ (SHORTFALL)</b>               | <b>\$ -</b>                                             | <b>\$ 5,759</b>                                 | <b>\$ 12,238</b>                               |
| CARRYOVER FROM PRIOR YEAR                | 0                                                       | 0                                               | 0                                              |
| <b>NET EXCESS/ (SHORTFALL)</b>           | <b>\$ -</b>                                             | <b>\$ 5,759</b>                                 | <b>\$ 12,238</b>                               |

|                            |
|----------------------------|
| FUND BALANCE AS OF 9/30/24 |
| FY 2024/2025 ACTIVITY      |
| FUND BALANCE AS OF 9/30/25 |

|         |
|---------|
| \$0     |
| \$5,759 |
| \$5,759 |

**AMENDED FINAL BUDGET**  
**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2025**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

|                              | <b>FISCAL YEAR<br/>2023/2024<br/>BUDGET<br/>10/1/24 - 9/30/25</b> | <b>AMENDED<br/>FINAL<br/>BUDGET<br/>10/1/24 - 9/30/25</b> | <b>YEAR<br/>TO DATE<br/>ACTUAL<br/>10/1/23 - 8/31/25</b> |
|------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------|
| <b>REVENUES</b>              |                                                                   |                                                           |                                                          |
| Interest Income              | 0                                                                 | 1,900                                                     | 1,866                                                    |
| Bond Proceeds (Debt Service) | 0                                                                 | 199,894                                                   | 199,894                                                  |
| NAV Assessment Collection    | 0                                                                 | 0                                                         | 0                                                        |
| <b>Total Revenues</b>        | <b>\$ -</b>                                                       | <b>\$ 201,794</b>                                         | <b>\$ 201,760</b>                                        |
|                              |                                                                   |                                                           |                                                          |
| <b>EXPENDITURES</b>          |                                                                   |                                                           |                                                          |
| Principal Payments           | 0                                                                 | 0                                                         | 0                                                        |
| Interest Payments            | 0                                                                 | 0                                                         | 0                                                        |
| Bond Redemption              | 0                                                                 | 0                                                         | 0                                                        |
| <b>Total Expenditures</b>    | <b>\$ -</b>                                                       | <b>\$ -</b>                                               | <b>\$ -</b>                                              |
|                              |                                                                   |                                                           |                                                          |
| <b>Excess/ (Shortfall)</b>   | <b>\$ -</b>                                                       | <b>\$ 201,794</b>                                         | <b>\$ 201,760</b>                                        |

|                            |           |
|----------------------------|-----------|
| FUND BALANCE AS OF 9/30/24 | \$0       |
| FY 2024/2025 ACTIVITY      | \$201,794 |
| FUND BALANCE AS OF 9/30/25 | \$201,794 |

Notes

Reserve Fund Balance = \$115,443\*. Interest Account Balance = \$86,351\*.

Interest Account To Be Used To Make 11/1/2025 Interest Payment Of \$85,519.

Capitalized Interest Was Set-Up Through November 2025.

Capital Projects Bond Proceeds = \$3,000,106. Total Bond Proceeds = \$4,200,000.

FY 2024/2025 Cost Of Issuance = \$280,325.

Fiscal Year 2024/2025 Capital Outlay = \$2,720,842\*.

\* Approximate Amounts

**Series 2025 Bond Information**

|                       |               |                                |
|-----------------------|---------------|--------------------------------|
| Original Par Amount = | \$3,200,000   | Annual Principal Payments Due: |
| Interest Rate =       | 4.65% - 6.00% | May 1st                        |
| Issue Date =          | May 2025      | Annual Interest Payments Due:  |
| Maturity Date =       | May 2055      | May 1st & November 1st         |

Par Amount As Of 9/30/2025 = \$3,200,000

## **RESOLUTION NO. 2025-16**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the District adopted Resolution 2024-20 on October 18, 2024, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

**WHEREAS**, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1<sup>st</sup> of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

**WHEREAS**, the District Manager has the annual report of the District’s goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the “Annual Report”) and presented the Annual Report to the Board of the District; and

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

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

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

**SECTION 2.** The District Board of Supervisors hereby adopts the Annual Report regarding the District’s success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

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

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

**PASSED AND ADOPTED** this 25<sup>th</sup> day of September, 2025.

**ATTEST:**

**FOREST OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

**Exhibit A:** Annual Report of Performance Measures/Standards

## **Exhibit A**

**Program/Activity: District Administration**

**Goal:** Remain compliant with Florida Law for all district meetings

**Objectives:**

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

**Performance Measures:**

- All Meetings publicly noticed as required (**YES**)
- Meeting minutes and post-meeting action completed (**YES**)
- District records retained as required by law (**YES**)

**Program/Activity: District Finance**

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

**Objectives:**

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

**Performance Measures:**

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

**Program/Activity: District Operations**

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

**Objectives:**

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

**Performance Measures:**

- District insurance renewed and in force (**YES**)
- Contracted Services in force for all District operations (**YES**)
- Permits in compliance (**YES**)

**ADDENDUM TO PROPOSAL BETWEEN THE FOREST OAKS COMMUNITY  
DEVELOPMENT DISTRICT (“DISTRICT”) AND ATLANTIC ENVIRONMENTAL SYSTEMS,  
INC. (“CONTRACTOR”) FOR PUMP STATION MAINTENANCE SERVICES**

|                             |                                                |                             |                                                              |
|-----------------------------|------------------------------------------------|-----------------------------|--------------------------------------------------------------|
| <b>District:</b>            | Forest Oaks Community<br>Development District  | <b>Contractor:</b>          | Atlantic Environmental Systems, Inc.                         |
| <b>Mailing<br/>Address:</b> | 2501A Burns Rd<br>Palm Beach Gardens, FL 33410 | <b>Mailing<br/>Address:</b> | 2244 4 <sup>th</sup> Ave. North<br>Lake Worth, Florida 33461 |
| <b>Phone:</b>               | (877) 737-4922                                 | <b>Phone:</b>               | (561) 547-8080                                               |

The following provisions govern Service Agreement #924, dated May 23, 2025, submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the “Proposal,” and as modified by this Addendum, the “Agreement”) for pump station maintenance services:

1. Compensation due from the District for the services shall total **Three Thousand Two Hundred Forty-Five Dollars (\$3,200.00)** per year. Payment shall be made, and invoices shall be rendered in accordance with Florida’s Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Any increases in price must be approved in writing by the District.
2. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
  - a. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.
  - b. Commercial General Liability Insurance covering the Contractor’s legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors’ operation.
  - c. If any automobiles are to be used on the District’s property, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents, and supervisors shall be named as additional insureds (for all coverages except workers’ compensation coverage). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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.

3. To the extent that the Contractor provides any materials or workmanship under this Agreement to the District, the Contractor warrants to the District that the materials that are furnished under this Agreement shall be new, and that the workmanship and materials shall be of good quality, and free from faults and defects. If any such workmanship or materials are found to be defective, deficient, or not in accordance with the Agreement, and without intending to limit any other remedies, the Contractor shall correct, remove, and replace such workmanship or materials promptly at the Contractor’s expense after receipt of a written notice from the District. To the extent that manufacturers’ warranties are available, such manufacturers’ warranties shall extend for the duration of their respective terms, and the Contractor hereby assigns all manufacturers’ warranties, if any, to the District, and shall provide evidence of the same. None of the warranties set forth herein shall cover abuse or abnormal damage occurring after completion of the services and not as a result of the acts or omissions of Contractor (or manufacturers, as applicable). In addition to all manufacturers’ warranties for materials purchased for purposes of this Agreement, which Contractor shall assign to the District, the Services, all labor, and materials provided by

the Contractor pursuant to this Agreement shall be warranted for workmanship for a period of ninety (90) days after final completion and acceptance by the District.

4. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify, and hold harmless the District and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part, by any acts or omissions of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.
5. In all matters relating to the Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of the Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity.
6. In performing its obligations under the Agreement, Contractor and each of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor shall comply with, and all services rendered shall comply with, all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment, and other property.
7. Contractor agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
8. Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor 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 Contractor shall 1) keep and maintain public records required by the District to perform the service; 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 contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor'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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 737-4922; MMCELLIGOTT@SDSINC.ORG; OR 2501A BURNS RD, PALM BEACH GARDENS, FL 33410.**

9. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor 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 Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

10. The Contractor 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 such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
11. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
12. Contractor acknowledges that, in addition to all laws and regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:
  - a. Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
  - b. Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
  - c. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
  - d. Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
  - e. Section 287.138, Florida Statutes, titled Contracting with entities of foreign countries of concern prohibited.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

13. The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.
14. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls.
15. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.

**ATLANTIC ENVIRONMENTAL SYSTEMS,  
INC.**

**FOREST OAKS COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
By:\_\_\_\_\_  
Its:\_\_\_\_\_  
Date:\_\_\_\_\_

\_\_\_\_\_  
Chairperson, Board of Supervisors  
Date:\_\_\_\_\_

**Exhibit A:** Proposal

## EXHIBIT A

### Proposal

|                                                                                   |                                                     |                          |                |
|-----------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------|----------------|
|  | <b>ATLANTIC<br/>ENVIRONMENTAL<br/>SYSTEMS, INC.</b> | <b>SERVICE AGREEMENT</b> | <b>SA# 924</b> |
|-----------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------|----------------|

This is an Agreement to maintain the wastewater pump station located at:  
**Forest Oaks Residential POD A, 7088 Channing Ave, Lake Worth, FL 33467**

This Agreement is between Atlantic Environmental Systems, Inc., herein referred to as AES, and the permittee of the wastewater pump station, **Forest Oaks Community Development District**, herein referred to as Owner.

.....

AES agrees to maintain the above referenced wastewater pump station(s) for a period of one year from the acceptance date of this Service Agreement. The inspection and maintenance of the pump station(s) will include the following:

☒ **Level Two RTU – Monthly Maintenance Program**

- Check all electrical and mechanical components of the station for proper operation
- Check pumps and floats for proper operation
- Assess debris build-up inside wet well
- Provide 24 hour, 365-day service call availability
- Provide routine service report of pump station status and runtimes
- Maintain and service odor control devices (when station is so equipped)
- Notify owner of required replacement parts and service for continued compliance for permitting
- Provide and maintain a Remote Telemetry Unit (RTU) and cellular phone connection system

**NOTE:** AES maintenance program **DOES NOT INCLUDE** the replacement of worn parts, the unclogging of pumps or pumping out wet well debris, repairs to equipment due to weather events, or the by-pass pumping of the station during power outages. AES is not responsible for power outages, acts of nature, collection system problems, force main pipe problems, pump failures, vandalism, or negligence on behalf of the owner/management company for not reporting and/or authorizing recommended repairs to the lift station. Service calls and after hours emergency calls outside monthly and quarterly preventative maintenance will be charged at an hourly rate with a two hour minimum. Hourly rate varies based on normal operating hours, weekend/after hours, and holiday hours. If additional equipment is required, a quote will be provided to the Owner for approval.

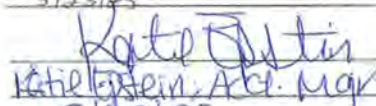
.....

Owner agrees to pay AES in the amount of **\$ 3,200** yearly (the first year of service, beginning on the day of start-up and ending one year from start-up, was included with the sale of the pump station), payable in advance in one payment for the above service. This annual fee does not include tax that will be applied, fuel surcharge, or vendor credentialing fees if so applicable. It is agreed that this Service Agreement will be for a period of one (1) year and will automatically renew for periods of one year thereafter, unless written notice of cancellation is given to AES by the Owner, or by AES to Owner. Upon cancellation by either party, any paid fees will be prorated and a refund will be sent to the Owner for any unused portion of the paid period.

Upon cancellation and/or termination of this Agreement, by either AES or the Owner, a notice will be sent to inform the appropriate regulatory authority of the Service Agreement cancellation and/or AES's terminated responsibility of the Owner's wastewater pump station(s). If the pump station service included an AES owned Remote Telemetry Unit (RTU), Owner agrees to surrender the RTU to AES.

This Agreement is proposed by AES in accordance with the above stated terms. Service Agreement term would start **May 23, 2025** and end **May 22, 2026**. Service Agreement will renew in 1-year periods thereafter unless cancelled by either party at any time without penalty.

|                        |                                                                                                            |
|------------------------|------------------------------------------------------------------------------------------------------------|
| <b>OWNER AGREEMENT</b> | Authorized Signature:  |
|                        | Printed Name & Title: <u>Karl Albertson, Chairman</u>                                                      |
|                        | Date of Acceptance: <u>5/23/25</u>                                                                         |

|                                                                                         |                                                                                                            |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>AES AGREEMENT</b><br>2244 4th Ave. North<br>Lake Worth, FL 33461<br>Ph: 561-547-8080 | Authorized Signature:  |
|                                                                                         | Printed Name & Title: <u>Katie Estein, AEC. Mgr</u>                                                        |
|                                                                                         | Date of Acceptance: <u>5/23/25</u>                                                                         |

