



**THOUSAND OAKS
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
FEBRUARY 8, 2021
4:15 P.M.**

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

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

AGENDA
THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
Thousand Oaks HOA Office
1034 Center Stone Lane
Riviera Beach, Florida 33404
REGULAR BOARD MEETING
February 8, 2021
4:15 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. January 13, 2021 Regular Board Meeting Minutes.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Approval of Proposals for Preserve Maintenance.....Page 4
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

PALM BEACH DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
West Palm Beach, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared ANGELINA GARAY, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT - NOTICE IS HEREBY GIVEN THAT THE BOARD OF SUPERVISORS OF THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT WILL HOLD REGULAR MEETINGS AT 4:15 P.M. IN THE THOUSAND OAKS HOA OFFICE LOCATED AT 1034, ETC

in the XXXX Court,
was published in said newspaper in the issues of

11/02/2020

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Angelina Garay
Sworn to and subscribed before me this
2 day of NOVEMBER, A.D. 2020
Brenda M. Simmons

(SEAL)
ANGELINA GARAY personally known to me



THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT REVISED FISCAL YEAR 2020/2021 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Thousand Oaks Community Development District will hold Regular Meetings at 4:15 p.m. in the Thousand Oaks HOA Office located at 1034 Center Stone Lane, Riviera Beach, Florida 33404, on the following dates:

- November 9, 2020
- December 14, 2020
- January 11, 2021
- February 8, 2021
- March 8, 2021
- April 12, 2021
- May 10, 2021
- June 14, 2021
- July 12, 2021
- August 9, 2021
- September 13, 2021

The purpose of the meetings is to conduct any business coming before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking

place either in person or by telephone communication. Meetings may be continued as found necessary to a time and place specified on the record.

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meeting should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
11/2 20-33/0000496117P

**THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 11, 2020**

A. CALL TO ORDER

The January 11, 2020, Regular Board Meeting of the Thousand Oaks Community Development District (the "District") was called to order at 4:16 p.m. in the Thousand Oaks HOA Office located at 1034 Center Stone Lane, Riviera Beach, Florida 33404.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on November 2, 2020, as legally required.

C. ESTABLISH A QUORUM

A quorum was established by the presence of Vice Chairman Randy Hicks, Supervisors Kimberly Jackson, Rance Gaede and Corey Smith (who attended by phone). Chairman Jeff Jackson also attended by phone.

Staff present were: District Managers Andrew Karmeris & Sylvia Bethel of Special District Services, Inc; and General Counsel Frank Palen of Caldwell Pacetti Edwards Schoech & Viator LLP (who attended by phone).

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. December 14, 2020, Regular Board Meeting

The minutes of the December 14, 2020, Regular Board Meeting were presented for approval.

Ms. Jackson **moved** approval, seconded by Mr. Gaede, approving the December 14, 2020, Regular Board Meeting minutes, as presented. That **motion** carried unanimously.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Update Regarding Preserve Cleanup

Mr. Karmeris advised that the CDD was still awaiting on one proposal before presenting them to the Board. Mr. Jackson directed staff to follow up via email and a phone call with the vendor to ensure the proposals would be presented at the February meeting.

I. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

J. BOARD MEMBER COMMENTS

Ms. Jackson inquired about the mulch project in Villa Rosa. Mr. Karmeris advised that the project has been completed by Terracon. He also indicated that there was a clogged drain issue that was being addressed by Terracon.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Gaede to adjourn the meeting at 4:21 p.m. Mr. Hicks seconded and the **motion** passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair



Aquatic Vegetation Control, Inc.
 1860 W. 10th Street
 Riviera Beach, Florida 33404
 (561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
www.avcaquatic.com

PROPOSAL/AGREEMENT/CONTRACT

This Agreement for environmental services is entered into contract between **Aquatic Vegetation Control, Inc.** hereinafter referred to as **AVC**, whose address is 1860 W. 10th Street, Riviera Beach, Florida 33404, and submitted to **Thousand Oaks CDD** whose address is listed below, on the latest date of execution of this Agreement by both parties signature.

Address: 2501-A Burns Rd. **City, State, & Zip:** Palm Beach Gardens FL 33410
Phone: **Fax:**
Contact: Andrew Karmeris **Email:** akarmeris@sdsinc.org
Job Name: Preserve at Thousand Oaks **Location:** Riviera Beach FL

Scope of Services and Related Costs

AVC does hereby agree to furnish all labor, equipment, herbicides, and materials unless otherwise specified for Manual Vegetation Removal to be performed as One-Time Event

Scope of Services: (may be continued on page 4)

Upland ring around preserve manual removal of invasive species indicated by South Florida Water Management District : Brazilian Pepper, Mango plants, Areca palms, Banana trees, Virginia creeper, Shefflera and Torpedo grass.
 The debris will be transported to a Solid Waste Management location.

AVC proposes to perform the work as specified for the sum of: continued page 4

Seven thousand seven hundred fifty eight Dollars and fourty cents
 (\$7,758.40) As Specified Plus Applicable Sales Tax to be billed for a
 grand total of Dollars and
 cents (\$) As Specified Plus Applicable Sales Tax

Invoices will be submitted upon completion.

Invoices and Billing-Any fee disputed by Thousand Oaks CDD shall be brought to the attention of AVC, in writing, within fifteen (15) days of receipt of an invoice. If an invoice is not disputed within that time, the invoice shall be deemed acceptable and shall be paid within Net 30 days of receipt. Interest shall accrue on the invoice at a rate of 1 ½ percent per month or the maximum rate allowed by law, whichever is less.

Terms and Conditions-All material is guaranteed to be as specified. All work will be completed in a skillful manner according to standard practices. Any modification from the above scope of work will be completed only upon a



Aquatic Vegetation Control, Inc.

1860 W. 10th Street
Riviera Beach, Florida 33404
(561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
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PROPOSAL/AGREEMENT/CONTRACT

written work order signed by both parties, and will be at an extra charge over and above the cost specified in this agreement. This agreement is contingent upon strikes, accidents, or delays beyond our control. This agreement is subject to acceptance within 30 days and is void thereafter at the option of AVC. Each party shall acknowledge changes for any modifications, additions, and/or deletions to this proposal/agreement.

Plant Warranty/Guarantee Terms and Conditions- Aquatic Vegetation Control, Inc. (AVC) d/b/a Martin County Farms (MCF) guarantees the plants' health and professional installation, if applicable, under normal site and weather conditions. AVC/MCF cannot be held liable for plant mortality under abnormal site and/or weather conditions, or acts of God. Plant sales and installation will be guaranteed for _____ days.

This agreement shall be in effect for a period of one-year. This agreement may be executed for an additional year or years on terms and conditions mutually agreeable to the parties and reduced in writing unless cancelled by either party in writing with 30 days notice via certified mail. We reserve the right to include a CPI increase not to exceed 5% per year with proper written notice to client.

Liability-The parties to this agreement understand that AVC bears responsibility for their own willful or negligent actions that result in damages or injury to persons or property arising out of the performance of this contract. Provided, however, the extent of any damages for which AVC may be responsible because of its negligence or willful activity, shall be limited to the amount of this contract.

All herbicides used in the program are approved by the Department of Environmental Protection. Safety and Data Sheets (SDS) are available upon request. AVC will assist customer in obtaining a permit from the Department of Environmental Protection, if required. AVC will furnish proof of liability, vehicle, worker's compensation, and pollution liability insurance upon request.

Proposal date: 1/5/2021 Proposal expiration date: 2/5/2021 Commencement date:

Aquatic Vegetation Control, Inc.
Project Manager/Point of Contact:
Alex Mateos (561) 275-3060
Accepted By:

Accepted By:

Authorized AVC Signatory Todd J. Olson

Company Name

1/5/2021

Date

Authorized Signature

Name and Title

Date



Aquatic Vegetation Control, Inc.
 1860 W. 10th Street
 Riviera Beach, Florida 33404
 (561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
www.avcaquatic.com

PROPOSAL/AGREEMENT/CONTRACT

Contact Information

Please complete the following information upon acceptance of the agreement and return to our office.

Billing Information

Point of Contact: _____

Phone: _____ Fax: _____

Email Address: _____

Submit Bills To: _____

Federal Tax ID _____

Tax Exempt: _____ Yes (*attach exemption certificate*) _____ No

Send Bills: Mail Fax Email Other _____

Instructions for returning signed proposal:

Upon execution of proposal/agreement/contract, please return to:

Attention: Betsy Battista, Contracts & Billing Administrator
 Aquatic Vegetation Control, Inc.
 1860 W. 10th Street
 Riviera Beach, Florida 33404

Phone: 561-845-5525 x204

Fax: 561-845-5374

Email: bbattista@avcaquatic.com

Executed proposals/agreement/contract can be mailed, faxed, or emailed.



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Address: 2501-A Burns Rd. **City, State, & Zip:** Palm Beach Gardens FL
Phone: **Fax:**
Contact: Andrew Karmeris **Email:** akarmeris@sdsinc.com
Job Name: Thousand Oaks **Location:** Riviera Beach FL

Scope of Services and Related Costs

AVC does hereby agree to furnish all labor, equipment, herbicides, and materials unless otherwise specified for an Invasive Plant Control Program to be performed as Monthly Maintenance

Scope of Services: (may be continued on page 4)

Monthly chemical control of invasive species in lakes and preserves. And bimonthly chemical and manual removal of Brazilian Pepper, Mango plants, Areca plants, Banana trees, Virginia creeper, Shefflera and Torpedo grass in the upland natural area surrounding the big preserve north of Canopy Lane.

AVC proposes to perform the work as specified for the sum of: continued page 4

Two thousand one hundred sixty three Dollars and **twenty five** cents
 (\$2,163.25) As Specified Plus Applicable Sales Tax to be billed for a
 grand total of Dollars and
 cents (\$) Not to Exceed Plus Applicable Sales Tax

Invoices will be submitted monthly.

Invoices and Billing-Any fee disputed by Thousand Oaks CDD shall be brought to the attention of AVC, in writing, within fifteen (15) days of receipt of an invoice. If an invoice is not disputed within that time, the invoice shall be deemed acceptable and shall be paid within Net 30 days of receipt. Interest shall accrue on the invoice at a rate of 1 ½ percent per month or the maximum rate allowed by law, whichever is less.

Terms and Conditions-All material is guaranteed to be as specified. All work will be completed in a skillful manner according to standard practices. Any modification from the above scope of work will be completed only upon a



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written work order signed by both parties, and will be at an extra charge over and above the cost specified in this agreement. This agreement is contingent upon strikes, accidents, or delays beyond our control. This agreement is subject to acceptance within 30 days and is void thereafter at the option of AVC. Each party shall acknowledge changes for any modifications, additions, and/or deletions to this proposal/agreement.

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This agreement shall be in effect for a period of one-year. This agreement may be executed for an additional year or years on terms and conditions mutually agreeable to the parties and reduced in writing unless cancelled by either party in writing with 30 days notice via certified mail. We reserve the right to include a CPI increase not to exceed 5% per year with proper written notice to client.

Liability-The parties to this agreement understand that AVC bears responsibility for their own willful or negligent actions that result in damages or injury to persons or property arising out of the performance of this contract. Provided, however, the extent of any damages for which AVC may be responsible because of its negligence or willful activity, shall be limited to the amount of this contract.

All herbicides used in the program are approved by the Department of Environmental Protection. Safety and Data Sheets (SDS) are available upon request. AVC will assist customer in obtaining a permit from the Department of Environmental Protection, if required. AVC will furnish proof of liability, vehicle, worker's compensation, and pollution liability insurance upon request.

Proposal date: 1/19/2021 Proposal expiration date: 2/19/2021 Commencement date:

Aquatic Vegetation Control, Inc.
 Project Manager/Point of Contact:
 Alex Mateos (561) 275-3060
 Accepted By:

Todd J. Olson Digitally signed by Todd J. Olson
Date: 2021.01.19 09:05:54 -05'00'
 Authorized AVC Signatory Todd J. Olson

1/19/2021

 Date

Accepted By:

 Company Name

 Authorized Signature

 Name and Title

 Date



Aquatic Vegetation Control, Inc.
 1860 W. 10th Street
 Riviera Beach, Florida 33404
 (561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
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PROPOSAL/AGREEMENT/CONTRACT

Contact Information

Please complete the following information upon acceptance of the agreement and return to our office.

Billing Information

Point of Contact: _____

Phone: _____ Fax: _____

Email Address: _____

Submit Bills To: _____

Federal Tax ID _____

Tax Exempt: _____ Yes (*attach exemption certificate*) _____ No

Send Bills: Mail Fax Email Other _____

Instructions for returning signed proposal:

Upon execution of proposal/agreement/contract, please return to:

Attention: Betsy Battista, Contracts & Billing Administrator
 Aquatic Vegetation Control, Inc.
 1860 W. 10th Street
 Riviera Beach, Florida 33404

Phone: 561-845-5525 x204

Fax: 561-845-5374

Email: bbattista@avcaquatic.com

Executed proposals/agreement/contract can be mailed, faxed, or emailed.



PALM BEACH AQUATICS

1555 FOLSOM RD. LOXAHATCHEE, FL. 33470
 PHONE (561)-719-8900 FAX (561)-790-7220

WATERWAYS & ENVIRONMENTAL AREAS MANAGEMENT AGREEMENT

ATTN: *Andrew Karmeris*

Name :	Thousand Oaks	Job Name :	Thousand Oaks
Address :		Address :	0
Phone :	(561) 642-6080	Contact :	Andrew Karmeris
Email :	akarmeris@sdsinc.org	Phone :	(561) 642-6080
Contract Start Date:		Contract End Date:	

Palm Beach Aquatics, Inc. (PBA) shall manage the waterways and/or environmental areas covered herein from the date of acceptance of this proposal, unless an alternative start date is specified herein, in accordance with the terms and conditions of this Waterways and Environmental Areas Management Agreement.

A. LOCATION: The following waterways/environmental areas are covered under this agreement:

Location	Acreage	Length	Avg Depth
Lake 1	2.55	1491	6
Lake 2	7.15	2936	7
Lake 3	2.11	1697	6
Lake 4	4.54	3197	6
Wetland 1	7.93	2375	NA
Wetland 3	2.85	2621	NA
Upland 1		2375	NA
Upland 2		2621	NA

B. SERVICES: Waterway management/Littorals/Services shall be provided by PBA

Services

Lake Maintenance to Control Algae, Aquatic Weeds and Bank Grasses	Optional
Littoral Maintenance to Control Invasive Vegetation	Optional
Wetland or Preserve Maintenance to Control Invasive Vegetation	Included
Maintenance of Ditches, Right Of Way and Common Areas to Control Invasive Vegetation	Optional
Small Debris and Litter Removal during Monthly Visits	Included
Tree Trimming, Mechanical Cleanup and Large Disposal Removal	Optional
Triploid Grass Carp and Native Fish Permitting and Stocking	Optional
Sonar Program A Preventive Submersed Application done at the start of the Growing seasons the (Summer and Winter)	Optional
Phoslock Program - A Algae Preventive Application to bind and reduce the phosphorus levels. (Done at the end of the winter)	Optional
Fountain Maintenance Program Details Outlined on Line "S" Below	Optional
Blue or Black Dye Applications As Needed to Slow Algae Growth for Longer Control	Optional
Monthly Mosquitos Treatments to Water bodies to Target Larvae	Optional
Monthly Bacteria Blocks Program For Water Quality and Nurturance Control	Optional
Monthly Water Chemistry Testing PH, Do, Temp	Optional
Monthly Online Reporting and Consulting	Included

Thank you for the opportunity to submit to you the following proposal for ongoing monthly maintenance services. I am confident that Palm Beach Aquatics Inc. will provide you the very best service in the industry and can perpetually maintain the property at a level that will not only protect the natural resources but, also be aesthetically pleasing for you and visitors enjoy your round.

Our programs include the following:

12 visits per year (1 Visit Per Month) for Wetland & Upland Buffer to control vegetation.

*** PLEASE NOTE ***

- A 1 time initial clean-up will be needed. the initial clean-up cost is not included in this price.
- This quote includes ongoing maintenance service of the of upland buffer around wetland and south preserve.
- PBA feels that quarterly maintenance will not be adequate to properly maintain the wetland and upland areas to remain in compliance and that a minimum every other month visits will be needed to guarantee they remain in compliance set by ERM and SFWMD. 2 visits per quarter will allow for 50% of all locations to be covered each visit and total coverage every quarter.
- Keep in mind in Florida 10 out of 12 months the plants are actively growing and can get out of hand very quick. Treating once a year or 12 x per year same amount of vegetation will grow but once a year will not meet compliance standereds and still take just as many days to clean-up. Having less maintenance visits per year allows for more time to pass in-between treatments allowing vegetation get much larger requiring more chemical, labor and time to control it.
- Tree trimming will be an annual service done at the end of each year for a seperate price.

*** RECOMMENDATIONS ***

- Annual Phosphorus Treatments - On going pre-authorized annual Phoslock treatment done once a year in the winter as a preventative for algae growth. Because Phosphorus is the primary source of food for algae greatly reducing reoccurring algae growth. Phoslock should be applied to or bodies that I have an abundance of Nutrients. The longevity of each treatment can vary from (1 to 5 years) and is dependent upon how much pollutants are being washed back into the lake. For best results treatments should be done when no algae is present in late winter just prior to the start of summer.
- Annual Sonar Treatments - On going preventive Sonar treatment done in November to control lily's and other submersed plants. Because Sonar treats the entire waterbody and works over a 60 day period is important to have the chemical in at the start of the target plants growing season (Summer and/or Winter)

C. FEES AND COSTS: Waterway management/Littorals/Services shall be provided by PBA

(MONTHLY) PRESERVE MAINTENANCE : \$	900.00	TOTAL (ANNUAL) COST :	\$ 10,800.00
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(EVERY OTHER MONTH) LAKE MAINTENANCE : \$	-	TOTAL (MONTHLY) PAYMENT :	\$ 900.00
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(ANNUAL) TREE TRIMMING MAINTENANCE : \$	-	<i>INITIAL HERE:</i>	
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D. **MATERIALS:** Only chemicals, weed control products, or other materials which have been approved by federal or state authorities shall be used by PBA.

E. **TERM OF AGREEMENT:** This agreement shall be for a term of one (1) year. At the end of the term, this Agreement shall automatically renew for subsequent one (1) year terms unless terminated by either party as otherwise set forth herein. PBA agrees to commence treatment within fifteen (15) days from the date of acceptance of this proposal by customer (weather permitting). The prices for the services to be rendered by PBA shall be in effect for twelve (12) months from date of acceptance of this proposal; provided, however, that either party may cancel this Agreement by providing the other party with thirty (30) days written notice of cancellation. Subsequent to the initial twelve (12) month term of this agreement, PBA reserves the right to implement price changes for increases in PBA costs and services to be rendered under this Waterway and Environmental Areas Management Agreement upon the provision of thirty (30) days notice by PBA. In the event that customer agrees with PBA for additional services not provided for under the initial proposal herein, such price protection as is provided for in this paragraph shall not be in effect and the additional services shall be provided at PBA's customary rate for such services at the time that such additional treatments are initiated.

F. **USE RESTRICTIONS:** PBA agrees that it shall conduct the water/environmental areas management in a manner consistent with good practice and in accordance with such methods and techniques as are reasonably necessary to maintain control. Customer agrees to abide by such time restrictions during and following treatment as are directed by PBA including, but not limited to, water use restrictions. PBA does not assume, and customer specifically waives any liability on the part of PBA, for failure by customer to abide by such directions as to time-use restrictions and for any liability as to additional parties not placed in notice of such restrictions by customer.

G. **ADMINISTRATIVE REMEDIES:** PBA shall provide services hereunder in accordance with rules and regulations of any governmental, administrative, or regulatory body with jurisdiction over the services herein, but PBA reserves the right to pursue its administrative remedies as in compliance with such governmental directions. Services to be rendered during such pursuit of administrative remedies shall be performed by PBA in accordance with this Agreement irrespective of the pendency of the administrative proceedings unless PBA has been otherwise directed by the governmental agency involved.

H. **DISCLAIMER AND TERMINATION RIGHT:** PBA specifically disclaims any liability and damages, penalties or otherwise for failure or delay in the performance of services hereunder caused by circumstances outside of its control, including, but not limited to weather conditions, strikes, riots, governmental orders and regulations preventing performance, curtailment of supply of weed control chemicals or materials or other circumstances beyond its reasonable control. In the event of the occurrence of any of the above conditions, PBA shall give notice to customer of such condition preventing performance hereunder. Customer shall have the right within thirty (30) days thereafter to terminate this agreement by providing notice to PBA in writing of the termination of this agreement.

I. **ASSIGNMENT:** This agreement is not assignable by customers except upon prior written consent by PBA.

J. **MODIFICATIONS:** This agreement constitutes the entire agreement of the parties herein and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both PBA and Customer.

K. **ATTORNEYS' FEES:** PBA shall be entitled to reasonable attorney's fees (including appeal) for purposes of endorsement of the terms and conditions hereunder and shall be entitled to an award of reasonable attorney's fees (including appeal) together with costs and expenses thereof in the event of prevailing in litigation arising under the terms and conditions of this agreement.

L. **NOTICE:** Notice required hereunder shall be made in writing to customer's address shown in this proposal and to PBA at its main office.

M. **3RD PARTY COMPLIANCE:** If the customer requires PBA to enroll in any special third-party compliance programs, invoicing, or payment plans that charge PBA, those charges will be invoiced back to the customer.

N. **MITIGATION PERMITS:** It is the customer's responsibility to inform PBA of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. Customer agrees to provide PBA with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. PBA assumes no responsibility for damage to desirable plants where customer has failed to disclose such information to PBA. Maintenance activities in designated mitigation areas are proposed under the assumption that there are no outstanding compliance issues with county or water management district regulators. It is the customer's responsibility to inform PBA of any such issues prior to contracting PBA or contract will need to be revised to include any mandatory cleanups to resolve said compliance issues. PBA will grant 80% survivorship on all plants installed and maintained by PBA (Excludes Acts of God, vandalism or any causes outside the control of Palm Beach Aquatics).

O. **BANK GRASS CONTROL:** Under our "Bank Grass Control" program PBA will treat border grasses and brush to the water's edge. Certain plants, such as grasses and cattails, leave visible structure which may take several seasons to decompose. PBA is not responsible for removing said structures unless otherwise contracted.

P. **LITTER:** Individual litter items to be removed are limited to non-natural materials; such as; paper products, Styrofoam cups, plastic bags, and aluminum cans. Construction debris, shopping carts, discarded household appliances, or any other objects not considered litter are not included in the trash/litter removal service and their removal may be subject to additional charges.

Q. **ADDITIONAL SERVICES:** Except as noted herein, additional work as requested by customer such as large debris removal, plant cutting and/or removal, washout repair, and other manual maintenance will be considered as extra work and is subject to separate invoicing.

R. **DISPOSAL:** Customer is responsible for providing an on-site location or dumpster for the disposal of collected materials. If customer is unable to provide PBA with access to such a site, customer will be responsible for any hauling or dumping fees that may be necessitated by the disposal of collected materials.

S. **WATER BODY CONTROL STRUCTURE CLEANING/MAINTENANCE:** Cleaning and maintenance activities listed in PBA proposals pertain to keeping inflow and outflow structures clear of vegetation or debris that may clog or disrupt proper flow and efficiency of structures. These activities do not include structural repairs and/or major sediment removals or underground clearings of built-up material. Sonar treatments to prevent or treat select submersed weed is not included.

T. **FOUNTAIN SERVICES:** A) Slandered fountain cleaning included in monthly service at no charge is a Superficial cleaning and includes the lights nozzle and float only. For all service request a diagnostic fee of \$125.00 for the first hour will apply. The diagnostic fee will be waived if the work is done by PBA but standard labor rates still apply. B) Fountain maintenance Program is a additional service that includes a detailed cleaning of entire fountain top, bottom and intake screen, testing of all control panel components to catch any issues before they happen. For all service with this program the first hour including the diagnostic fee will be waived. C) Any components that need to be replaced will be ordered and installed by PBA with written consent. If the part cost is under \$250.00 PBA will replace the part without a written authorization and billed as a separate invoice. standard PBA Labor rates may still apply.

U. **WATER CHEMISTRY & BACTERIA TESTING:** Any testing will be done per Pass's discretion and/or per request of property owner. Due to various tests and corresponding costs an additional proposal will be provided to Customer per desired test.

V. **TRIPLOID GRASS CARP STOCKING & PERMITTING:** A separate proposal can be provided upon request for stocking and permitting of triploid grass carp but is not included in this agreement.

JASON LEVIS
Print Name

PBA Signature Date

Print Name

Client Signature Date



Palm Beach Aquatics

Quote #: _____

"Your Lakes Best Friend"

P.O. Box 541510 Lake Worth FL 33454

Phone: (888) 391-5253 (LAKE) Fax: (561) 790-7220

Jlevis@PBAquatics.com

ATTN: Andrew

Account Special District Services (Thousand Oaks)
 Address: 1034 Center Stone Ln, Riviera Beach, 33404
 Phone: (561) 630-4922
 Email: akarmeris@sdsinc.org

Job Name: Preserve Area Clean Up
 Address: 1034 Center Stone Ln, Riviera Beach, 33404
 Contact: Andrew
 Phone: (561) 630-4922

Scope of Work: Preserve Perimeter Clean Up

Date: Tuesday, October 27, 2020

The specified plant species around the North Preserve will be removed by PBA. All large vegetation and small trees will be cut down to ground level and treated with herbicide to stop regrowth. All trimmings will be removed off site by PBA. Total job Will take approx.. 2 weeks

PBA will be removing only the following plants as stated by ERM.

1. - Brazilian Pepper
2. - Mango Plants
3. - Areca Palms
4. - Banana Trees
5. - Virginia creeper (climbing vine)
6. - Schefflera
7. - Torpedo grass (north end of the preserve)

WEEK 1 : Cut, Treatment and Remove invasive plants (East & North Side)

WEEK 2 : Cut, Treatment and Remove invasive plants (West & South Side)

Quantity	Taxed Items	Cost	Total
		\$ -	\$ -
Quantity	Non- Taxed Items	Cost	Total
1	Removal & Treatment of Invasive Plants	\$ 9,000.00	\$ 9,000.00
		\$ -	\$ -
		Sub-Total	\$ 9,000.00
		Tax	\$ -

50% Deposit of: \$ 4,500.00

Total Cost \$ 9,000.00

To start the production or services listed above, Please Initial (page 1), Sign & date (page 2) and return with the 50% deposit to the P/O box listed above.

Initial

SPECIAL CONDITIONS:

Services: Any alteration from the listed specifications that may arise due to any unforeseen issues may change the scope of work and may have additional costs or specification other than what is listed on this agreement. If this happens then PBA will stop the project and submit an additional quote for that extra project/parts. Both the original quote given and the new one must be signed and returned to PBA before we are to proceed with the listed job/service. Both quotes will be billed as separate invoices and the terms will still apply.

Mitigation Planting and Permits: It is the customer's responsibility to inform PBA of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. Customer agrees to provide PBA with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. PBA assumes no responsibility for damage to desirable plants where customer has failed to disclose such information to PBA. Maintenance activities in designated mitigation areas are proposed under the assumption that there are no outstanding compliance issues with county or water management district regulators. It is the customer's responsibility to inform PBA of any such issues prior to contracting PBA or contract will need to be revised to include any mandatory clean-ups to resolve said compliance issues.

Plant Install : Palm Beach Aquatics will guarantee a 80% survivorship on plants for a period of 1 year from date of the completion of the install. Plants must be delivered installed and maintained by PBA and receive adequate watering for the duration of 1 year. Plants installed but not maintained by PBA will be warrantied for a period of 30 days from date of install with proper watering. All plants Warranties Exclude : Acts of God, Vandalism, Fungi's or Other causes outside the control of Palm Beach Aquatics such as lack of watering.

Fountain Sales, Installation and Repairs: It will be the responsibility of the HOA to provide all units with the adequate power required for each system. It will be the reasonability of a certified electrician for all electrical wiring needed to bring the main power out to the location of where the control panel will be mounted or to supply a independent line of service for unit This should include (Permits Trenching Parts, Meter, Stands, Brackets & Labor). If no electrician is available then you may request that PBA subcontract one for you. A estimated amount of \$3,500.00 with 10ft of trenching. Cost may vary based on terrain, the amount of trenching required, and fabrication for the mounting Stands. This is not included in this estimated. Additional time will be needed to supply a quote on a electrician through PBA. PBA recommends new parts including cable for all new fountain or aeration job. Dew to the stress put onto the new parts by the reuse of old parts may cause the integrity new parts to fail. PBA can not guaranteed or how these parts may function or if the manufacture warranty will apply in such cases. PBA will not be held responsible for any

Service Requests: For all service request on fountains and aeration a diagnosis fee of \$125 will apply for the first 30 mins. If the work is done through PBA the diagnosis fee will be waived. Standard Labor Rates still apply. No diagnosis fee for all 12 month contracted fountain maintenance customers. This does not apply to the standard cleaning that's included on the Lake maintenance contracts. Furthermore any repairs or components replacements needed to fix the issue for the service request is under \$250.00 (Does Not include labor or diagnosis fee) PBA is authorized replace the part without a written authorization. If the total parts cost is over 250 then PBA will require a written consent to proceed.

CONDITIONS:

Palm Beach Aquatics shall be entitled to reasonable attorney's fees (including appeal) for purposes of endorsement of the terms and conditions listed here and shall be entitled to an award of reasonable attorney's fees (including appeal) together with costs and expenses thereof in the event of prevailing in litigation arising under the terms and conditions of this agreement.

ACCEPTANCE:

By signing this quote you understand and accept this document as a legal contract between the above listed parties as is and you accept all terms special conditions and conditions as is, you agree that the above price, specifications, scope of work and conditions are satisfactory to you, additionally you are authorizing Palm Beach Aquatics Inc. and/or a subcontracted vendor by PBA as needed to complete the above listed service in accordance within all the terms and conditions specified in this contracts scope of work.

TERMS:

Please return a signed copy of this agreement plus a 50% nonrefundable Deposit. The remaining 50% is due no later than 10 days after completion of the above listed job or service. Quote valid for 30 days after date listed above.

A diagnosis fee of \$125 will apply to the first 30 mins. If the work is done with PBA the diagnosis fee will be waived.

standard PBA Labor rates may apply

Please allow for a minimum of 6-8 weeks for Processing and assembly of Fountains and Aeration Systems

*Thank You,
Palm Beach Aquatics*

[Yellow signature box]

Print Name

[Yellow signature box]

PBA Signature:

Date

[Yellow signature box]

Print Name

[Yellow signature box]

Signature:

Date