



**THOUSAND OAKS
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
JUNE 14, 2021
4:15 P.M.**

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

www.thousandoakscdd.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
June 14, 2021
4:15 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Consider Appointment to Board Vacancy.....Page 2
- D. Administer Oath of Office and Review Board Member Duties and Responsibilities
- E. Establish Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
 - 1. May 10, 2021 Regular Board Meeting Minutes.....Page 3
- I. Public Hearing
 - 1. Proof of Publication.....Page 5
 - 2. Receive Public Comments on Fiscal Year 2021/2022 Final Budget
 - 3. Consider Resolution No. 2021-03 – Adopting a Fiscal Year 2021/2022 Final Budget.....Page 6
- J. Old Business
 - 1. Discussion Regarding Lakes
 - 2. Consider Approval of Proposal for Grass Carp BarrierPage 13
- K. New Business
 - 1. Discussion Regarding Villa Rosa Tree Trim Proposals.....Page 17
 - 2. Consider Approval of Proposal for Fountain Repair.....Page 19
 - 3. Consider Resolution No. 2021-04 – Adopting a Fiscal Year 2021/2022 Meeting Schedule.....Page 20
- L. Administrative Matters
- M. Board Members Comments
- N. Adjourn

Publication Date
2021-06-01

Subcategory
Miscellaneous Notices

NOTICE OF PUBLIC HEARING
AND REGULAR BOARD
MEETING OF THE
THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Thousand Oaks Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on June 14, 2021, at 4:15 p.m., or as soon thereafter as can be heard, in the Thousand Oaks' HOA office located at 1034 Center Stone Lane, Riviera Beach, Florida 33404. The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2021/2022 Proposed Final Budget of the District. The purpose of the Regular Board Meeting is for the Board to consider any other business which may properly come before it. A copy of the Budget and/or the Agenda may be obtained from the District's website (www.thousandoakscdd.org) or at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings 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 meetings. If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Thousand Oaks Community
Development District
www.thousandoakscdd.org
5/25 6/1 21-01/0000531103P

612021VRTOCDD

Resume; Brian Kring, 3225 Mirella Drive, Riviera Beach, Florida 33404

For the Board position, Thousand Oaks CDD.

Graduate Pennsylvania State University, 1975 BSLA.

Occupation; Architect and Landscape Architect in Florida, 2008, &2007, previously licensed in Pennsylvania in 1983 and 1979 respectively.

Selected for Villa Rosa HOA Board in 2009. Elected Secretary Treasurer 2010- present. Completed HUD Fair Housing Act discrimination courses.

31 years experience designing and retrofitting HUD public housing for families, the elderly, and disabled, over 10,000 units. Includes all aspects of Comprehensive Improvements Program.

4 years' experience as a NCAA College Division II Men's soccer Coach, 4 years' experience as a PIAA, AA High School Soccer Coach. 3 years County American Cancer Society Board, 2 years Secretary Treasurer AIA, Central Pa. Chapter.

I have been a registered Democrat, and LA Fitness member in Palm Beach County since 2006.

Position

I am interested in working with the existing TOCDD, to help improve our communities. Specifically, maintenance along Congress Avenue. I have a 10-year record of working successfully with the residents of Villa Rosa, without issue. I have attended many CDD meetings over this period and am familiar with the budgets, constraints and general operation.

My technical background and affable personality, offer alacrity paramount to service of the Board and community. Please consider this my application for the opening.

Respectfully Submitted,

Brian Kring

814 659 6829 brian.kring@gmail.com

**THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MAY 10, 2021**

A. CALL TO ORDER

The May 10, 2021, Regular Board Meeting of the Thousand Oaks Community Development District (the “District”) was called to order at 4:18 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 part of the District’s Fiscal Year 2020/2021 Regular Meeting Schedule, as legally required.

C. CONSIDER BOARD MEMBER RESIGNATION

Mr. Karmeris moved Ms. Jackson’s resignation to Administrative Matters.

D. ESTABLISH A QUORUM

A quorum was established by the presence of Vice Chairman Randy Hicks and Supervisors Kimberly Jackson, Rance Gaede and Corey Smith.

Staff present included District Manager Andrew Karmeris and Sylvia Bethel of Special District Services, Inc.; and General Counsel Frank Palen of Caldwell Pacetti Edwards Schoech & Viator LLP.

E. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Karmeris moved Ms. Jackson’s resignation to Administrative Matters.

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 12, 2021, Regular Board Meeting

The minutes of the April 12, 2021, Regular Board Meeting were presented for approval.

The following amendment was suggested: striking section under 2. Discussion Regarding Settlement Cracks that states “it was determined that it was an HOA issue”.

Ms. Jackson **moved** approval, seconded by Mr. Hicks, approving the April 12, 2021, Regular Board Meeting minutes, as amended. That **motion** carried unanimously.

H. OLD BUSINESS

1. Discussion Regarding Settlement Crack

Mr. Karmeris advised that after the walkthrough with the Board and District Engineer, the final result was the settlement cracks were an HOA issue and not that of the CDD's.

I. NEW BUSINESS

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

J. ADMINISTRATIVE MATTERS

Mr. Karmeris advised of Ms. Jackson's resignation. Ms. Jackson addressed the Board. Mr. Karmeris asked the Board to let him know if they had referrals for the position or he could send a mailer to the community. The Board would like staff to reach out to Brandon from Villa Rosa.

A **motion** was made by Mr. Smith, seconded by Mr. Gaede, and unanimously passed acceptingg Ms. Jackson's resignation.

K. BOARD MEMBER COMMENTS

Mr. Gaede would like staff to obtain proposals to trim trees that are hanging low in the congress section of the community. Mr. Karmeris advised he would obtain some proposals for a hurricane cut.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Gaede to adjourn the meeting at 4:28 p.m. Mr. Hicks seconded and the **motion** passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

Publication Date
2021-06-01

Subcategory
Miscellaneous Notices

NOTICE OF PUBLIC HEARING
AND REGULAR BOARD
MEETING OF THE
THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT

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5/25 6/1 21-01/0000531103P

RESOLUTION NO. 2021-03

A RESOLUTION OF THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2021/2022 BUDGET.

WHEREAS, the Thousand Oaks Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2021/2022 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The 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 14th day of June, 2021.

ATTEST:

**THOUSAND OAKS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Thousand Oaks
Community Development District

**Final Budget For
Fiscal Year 2021/2022
October 1, 2021 - September 30, 2022**

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- IV ASSESSMENT COMPARISON

FINAL BUDGET
THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 BUDGET
REVENUES	
O & M ASSESSMENTS	321,903
DEBT ASSESSMENTS (SERIES 2016 A1)	367,957
DEBT ASSESSMENTS (SERIES 2016 A2)	94,511
OTHER REVENUES	0
INTEREST INCOME	0
TOTAL REVENUES	\$ 784,371
EXPENDITURES	
SUPERVISOR FEES	12,000
PAYROLL TAXES	960
AQUATIC/STORMWATER MANAGEMENT	28,400
LAWN/LANDSCAPE MANAGEMENT	46,715
PRESERVE EROSION REPAIR	100,000
WETLAND PRESERVE BUFFER MAINTENANCE	10,800
MAINTENANCE CONTINGENCY	29,500
ENGINEERING/INSPECTIONS/REPORTS	6,000
MANAGEMENT	34,908
SECRETARIAL	4,200
LEGAL	8,500
ASSESSMENT ROLL	8,000
AUDIT FEES	3,700
ARBITRAGE REBATE FEE	1,300
INSURANCE	6,356
LEGAL ADVERTISING	1,500
MISCELLANEOUS	1,700
POSTAGE	575
OFFICE SUPPLIES	1,000
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	3,700
TRAVEL	1,900
WEBSITE MANAGEMENT	1,500
TOTAL EXPENDITURES	\$ 313,389
REVENUES LESS EXPENDITURES	\$ 470,982
BOND PAYMENTS (SERIES 2016 A1)	(345,880)
BOND PAYMENTS (SERIES 2016 A2)	(88,840)
BALANCE	\$ 36,262
COUNTY APPRAISER & TAX COLLECTOR FEE	(15,687)
DISCOUNTS FOR EARLY PAYMENTS	(31,375)
EXCESS/ (SHORTFALL)	\$ (10,800)
CARRYOVER FROM PRIOR YEAR	10,800
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2019/2020 ACTUAL	FISCAL YEAR 2020/2021 BUDGET	FISCAL YEAR 2021/2022 BUDGET	COMMENTS
REVENUES				
O & M ASSESSMENTS	324,613	324,079	321,903	Expenditures Less Interest & Carryover/.94
DEBT ASSESSMENTS (SERIES 2016 A1)	368,311	367,957	367,957	Bond Payments/.94
DEBT ASSESSMENTS (SERIES 2016 A2)	94,624	94,511	94,511	Bond Payments/.94
OTHER REVENUES	0	0	0	
INTEREST INCOME	0	0	0	
TOTAL REVENUES	\$ 787,548	\$ 786,547	\$ 784,371	
EXPENDITURES				
SUPERVISOR FEES	10,600	12,000	12,000	No Change From 2020/2021 Budget
PAYROLL TAXES	811	960	960	Projected At 8% Of Supervisor Fees
AQUATIC/STORMWATER MANAGEMENT	23,302	28,400	28,400	No Change From 2020/2021 Budget
LAWN/LANDSCAPE MANAGEMENT	38,361	46,715	46,715	No Change From 2020/2021 Budget
PRESERVE EROSION REPAIR	0	100,000	100,000	No Change From 2020/2021 Budget
WETLAND PRESERVE BUFFER MAINTENANCE	0	0	10,800	Wetland Preserve Buffer Maintenance
MAINTENANCE CONTINGENCY	19,996	32,725	29,500	\$3,225 Decrease From 2020/2021 Budget
ENGINEERING/INSPECTIONS/REPORTS	2,638	6,000	6,000	No Change From 2020/2021 Budget
MANAGEMENT	33,660	34,428	34,908	CPI Adjustment
SECRETARIAL	4,200	4,200	4,200	No Change From 2020/2021 Budget
LEGAL	8,982	8,000	8,500	\$500 Increase From 2020/2021 Budget
ASSESSMENT ROLL	8,000	8,000	8,000	As Per Contract
AUDIT FEES	3,500	3,600	3,700	Accepted Amount For 2020/2021 Audit
ARBITRAGE REBATE FEE	1,300	1,300	1,300	No Change From 2020/2021 Budget
INSURANCE	5,251	6,356	6,356	Insurance Estimate
LEGAL ADVERTISING	1,680	1,350	1,500	\$150 Increase From 2020/2021 Budget
MISCELLANEOUS	758	1,700	1,700	No Change From 2020/2021 Budget
POSTAGE	44	600	575	\$25 Decrease From 2020/2021 Budget
OFFICE SUPPLIES	454	1,025	1,000	\$25 Decrease From 2020/2021 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2020/2021 Budget
TRUSTEE FEES	3,500	3,700	3,700	No Change From 2020/2021 Budget
TRAVEL	0	1,900	1,900	No Change From 2020/2021 Budget
WEBSITE MANAGEMENT	1,500	1,500	1,500	No Change From 2020/2021 Budget
TOTAL EXPENDITURES	\$ 168,712	\$ 304,634	\$ 313,389	
REVENUES LESS EXPENDITURES	\$ 618,836	\$ 481,913	\$ 470,982	
BOND PAYMENTS (SERIES 2016 A1)	(351,503)	(345,880)	(345,880)	2022 P & I Payments Less Earned Interest
BOND PAYMENTS (SERIES 2016 A2)	(90,306)	(88,840)	(88,840)	2022 P & I Payments Less Earned Interest
BALANCE	\$ 177,027	\$ 47,193	\$ 36,262	
COUNTY APPRAISER & TAX COLLECTOR FEE	(3,974)	(15,731)	(15,687)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(28,544)	(31,462)	(31,375)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 144,509	\$ -	\$ (10,800)	
CARRYOVER FROM PRIOR YEAR	0	0	10,800	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 144,509	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2019/2020 ACTUAL	FISCAL YEAR 2020/2021 BUDGET	FISCAL YEAR 2021/2022 BUDGET	COMMENTS
REVENUES				
Interest Income (A-1)	3,239	100	25	Projected Interest For 2021/2022
Interest Income (A-2)	869	100	25	Projected Interest For 2021/2022
NAV Tax Collection (A-1)	351,503	345,880	345,880	Yearly Maximum Debt Assessment
NAV Tax Collection (A-2)	90,306	88,840	88,840	Yearly Maximum Debt Assessment
Total Revenues	\$ 445,917	\$ 434,920	\$ 434,770	
EXPENDITURES				
Principal Payments (A-1)	210,000	215,000	225,000	Principal Payment Due In 2022
Principal Payments (A-2)	50,000	55,000	55,000	Principal Payment Due In 2022
Bond Redemption (A-1)	0	3,540	505	Estimated Excess Debt Collections (A-1)
Bond Redemption (A-2)	0	100	1,785	Estimated Excess Debt Collections (A-2)
Interest Payments (A-1)	137,600	127,440	120,400	Interest Payments Due In 2022
Interest Payments (A-2)	36,320	33,840	32,080	Interest Payments Due In 2022
Total Expenditures	\$ 433,920	\$ 434,920	\$ 434,770	
Excess/ (Shortfall)	\$ 11,997	\$ -	\$ -	

Series 2016A-1 Bond Refunding Information

Original Par Amount =	\$4,875,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.20%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2016		
Maturity Date =	May 2035		

Par Amount As Of 1/1/21 = \$4,090,000

Series 2016A-2 Bond Refunding Information

Original Par Amount =	\$1,275,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.20%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2016		
Maturity Date =	May 2036		

Par Amount As Of 1/1/21 = \$1,085,000

**Thousand Oaks Community Development District
Assessment Comparison**

Home Type		Fiscal Year 2018/2019 Assessment*	Fiscal Year 2019/2020 Assessment*	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Projected Assessment*
Townhomes (Thousand Oaks)	O & M	\$ 242.18	\$ 361.33	\$ 361.30	\$ 358.87
	<u>Debt</u>	\$ 470.20	\$ 470.20	\$ 470.20	\$ 470.20
	Sub-Total For Townhomes	\$ 712.38	\$ 831.53	\$ 831.50	\$ 829.07
Single-Family Attached (Thousand Oaks)	O & M	\$ 242.18	\$ 361.33	\$ 361.30	\$ 358.87
	<u>Debt</u>	\$ 470.20	\$ 470.20	\$ 470.20	\$ 470.20
	Sub-Total For Single-Family Attached	\$ 712.38	\$ 831.53	\$ 831.50	\$ 829.07
Single-Family Detached (Thousand Oaks)	O & M	\$ 242.18	\$ 361.33	\$ 361.30	\$ 358.87
	<u>Debt</u>	\$ 656.48	\$ 656.48	\$ 656.48	\$ 656.48
	Sub-Total For Single-Family Detached	\$ 898.66	\$ 1,017.81	\$ 1,017.78	\$ 1,015.35
Single-Family Attached (Sierra Bay)	O & M	\$ 242.18	\$ 361.33	\$ 361.30	\$ 358.87
	<u>Debt</u>	\$ 470.20	\$ 470.20	\$ 470.20	\$ 470.20
	Sub-Total For Single-Family Attached	\$ 712.38	\$ 831.53	\$ 831.50	\$ 829.07

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

Townhomes (Thousand Oaks)	244
Attached Single Family (Thousand Oaks)	231
Detached Single Family (Thousand Oaks)	221
<u>Attached Single Family (Sierra Bay)</u>	<u>201</u>
Total Units	897

Attached Single Family Home (Thousand Oaks) Information

Total Units	231
<u>Prepayments</u>	<u>1</u>
Billed For Debt	230



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: Thousand Oaks grass carp barrier **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)

A.V.C. will deliver and install one grass carp barrier in a control structure for lake #2 at the end of Center Stone Drive. The barrier will have openings of not more than 1.5" and will be removable for debris removal. Grass Carp Barrier - \$1,701.66
 The landscape has grown over and in the control structure and will need to be removed to install the grass carp barrier. The cost to remove the landscape vegetation. \$650.00
 Total project cost: \$2,351.66

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

Two thousand three hundred fifty one Dollars and 66 cents
 (\$2,351.66) Lump Sum Excluding Sales Tax-Exempt to be billed for a
 grand total of _____ Dollars and _____
 cents (\$ _____) Not to Exceed 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
www.avcaquatic.com

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) guarantees the plants' health and professional installation, if applicable, under normal site and weather conditions. AVC 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: 5/6/2021 Proposal expiration date: 6/6/2021 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: 2021.05.06 11:38:45 -04'00'
 Authorized AVC Signatory Todd J. Olson

5/6/2021
 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
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.

Scope of Services Continued:

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Proposal for Extra Work at Villa Rosa- Tree Trimming

Property Name	Villa Rosa- Tree Trimming	Contact	Sylvia Bethel
Property Address	1717 Terra Cotta Drive Riviera Beach, FL 33404	To Billing Address	Villa Rosa 2501 A Burns Road Palm Beach Gardens, FL 33410
Project Name	Villa Rosa- Tree Trimming		
Project Description	Trimming of listed trees.		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Trim- (30) Sabal Palms, (44) Hardwood Trees, (5) Date Palms, (5) Royal Palms	\$8,328.00	\$8,328.00

For internal use only

SO# 7528666
JOB# 353000000
Service Line 300

Total Price \$8,328.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
13710 Okeechobee Blvd, Palm Beach, FL 33470 ph. (561) 784-3450 fax (561) 784-3795

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature	Title
<u>Sylvia Bethel</u>	<u>May 25, 2021</u>
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature	Title
<u>Michael D. Richter</u>	<u>May 25, 2021</u>
Printed Name	Date

Job #:	353000000	Proposed Price:	\$8,328.00
SO #	7528666		



QUOTATION / PROPOSAL

1860 WEST 10TH STREET
 RIVIERA BEACH - FL 33404
 561-8455525

5/11/2021
 Quote #: 2789
 Quoted By: Alex mateos
 Terms: Net 30 Days
 Estimated Delivery: 2 Weeks
 Job Name: THOUSAND OAKS

Shipping Instructions:

Quantity	Lake #	Description / Additional Description	Unit List Price	Total AVC PRICE
1	Thousand Oaks	10 HP Submersible Motor		\$1,900.00
1		10 HP Turbine Pump		\$1,375.00
1		10 HP Deluxe Start Box		\$900.00
		Labor		\$980.00
				\$ -
				\$ -
				\$ -

SUBTOTAL	\$	5,155.00
TAX	\$	360.85
FREIGHT ESTIMATE (to be determined at time of order)	\$	125.00
TOTAL NET COST WITH FREIGHT & HANDLING	\$	5,640.85

NOTE: TWO YEAR WARRANTY WITH NEW PUMP AND MOTOR REPLACEMENT



Alex Mateos
 Site Manager

 Authorized signature Date
 Thousand Oaks CDD

RESOLUTION NO. 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2021/2022 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Thousand Oaks Community Development District ("District") to establish a regular meeting schedule for fiscal year 2021/2022; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2021/2022 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2021/2022 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 14th day of June, 2021.

ATTEST:

**THOUSAND OAKS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022 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 8, 2021
December 13, 2021
January 10, 2022
February 7, 2022
March 7, 2022
April 11, 2022
May 9, 2022
June 13, 2022
July 12, 2022
August 8, 2022
September 12, 2022**

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 Florida 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

PUBLISH: PALM BEACH DAILY BUSINESS REVIEW 00/00/21