



The Thousand Oaks Community Development District is a special purpose unit of local government created under Florida Law, chapter 190, for the purpose of financing, constructing, operating, and maintaining community-wide infrastructure, improvements, and services for the benefit of the properties within its boundaries.



**PALM BEACH COUNTY
REGULAR BOARD MEETING
JULY 8, 2024
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
July 8, 2024
4:15 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Moment of Silence
- D. Establish Quorum
- E. Additions or Deletions to Agenda/ Board Member Disclosures
- F. Approval of Minutes
 - 1. June 10, 2024 Regular Board Meeting & Public Hearing.....Page 3
- G. Comments from the Public for Items Not on the Agenda
- H. Old Business
 - 1. Update on Fountain Installation
 - 2. Update on 1277 Rosegate Blvd. Swell Issue
 - 3. Update on Preserve/Dry Conservation Project
 - 4. Update on 2024 Conferences
 - Florida League of Cities August 15th – 17th 2024
 - 5. Update on Irrigation along Congress
 - 6. Update on SLB General Contracting Rip Rap Project
- I. New Business
 - 1. Discussion Regarding Maintenance Agreement Between HOA and CDD.....Page 8
- J. Administrative Matters
 - 1. Financial Report.....Page 20
- K. Attorney Matters
- L. Board Members Comments
- M. Adjourn

PALM BEACH

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, of 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
FISCAL YEAR 2023/2024 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., ETC.

in the XXXX Court,
was published in a newspaper by print in the issues of Palm
Beach Daily Business Review f/k/a Palm Beach Review on

09/29/2023

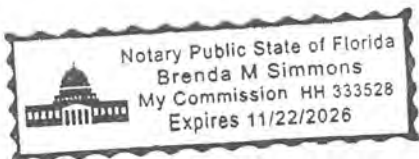
Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

angelina Garay

Sworn to and subscribed before me this
29 day of SEPTEMBER, A.D. 2023

[Signature]

(SEAL)
ANGELINA GARAY personally known to me



**THOUSAND OAKS
COMMUNITY DEVELOPMENT
DISTRICT
FISCAL YEAR 2023/2024
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:

- October 9, 2023
- November 13, 2023
- December 11, 2023
- January 8, 2024
- February 12, 2024
- March 4, 2024
- April 8, 2024
- May 13, 2024
- June 10, 2024
- July 8, 2024
- August 12, 2024
- September 9, 2024

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 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 particular meeting.

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

THOUSAND OAKS COMMUNITY
DEVELOPMENT DISTRICT

9/29 23-03/0000685721P

**THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 10, 2024**

A. CALL TO ORDER

The June 10, 2024, Regular Board Meeting of the Thousand Oaks Community Development District (the "District") was called to order at 4:17 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 September 29, 2023, as part of the District's Fiscal Year 2023/2024 Regular Board Meeting, as legally required.

C. MOMENT OF SILENCE

D. REORGANIZATION OF THE BOARD

- **Chairman**

A **motion** was made by Mr. Knowles, seconded by Mr. Towns and unanimously passed appointing Mr. Gaede as Chairman.

- **Vice Chairman**

A **motion** was made by Mr. Towns, seconded by Mr. Gaede and unanimously passed appointing Mr. Smith as Vice Chairman.

- **Secretary/Treasurer**

A **motion** was made by Mr. Towns, seconded by Mr. Smith and unanimously passed appointing Mr. Knowles as Secretary/Treasurer.

- **Assistant Secretaries**

A **motion** was made by Mr. Smith, seconded by Mr. Knowles and unanimously passed appointing Mr. Towns as Assistant Secretary.

E. ESTABLISH A QUORUM

A quorum was established by the presence of Chairman Rance Gaede, Vice Chairman Corey Smith and Supervisors Malachi Knowles and Horace Towns.

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

Also present was Jeffrey Jackson.

F. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Towns asked Mr. Palen if he was required to disclose that he is a legislative assistant for a counsel member and/or complete another Form 1. Mr. Palen stated was not necessary.

G. APPROVAL OF MINUTES

1. May 13, 2024, Regular Board Meeting

The minutes of the May 13, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Knowles, seconded by Mr. Towns and passed unanimously approving the minutes of the May 13, 2024, Regular Board Meeting, as presented.

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

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

Ms. Bethel then recessed the Regular Board Meeting and opened the Public Hearing.

I. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Palm Beach Post* on May 21, 2024, and May 28, 2024, as legally required.

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

There was no public comment on the Fiscal Year 2024/2025 Final Budget.

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

Resolution No. 2024-02 was presented, entitled:

RESOLUTION NO. 2024-02

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

Mr. Gaede asked Ms. Bethel if this reflected the savings and Ms. Bethel stated that it did.

A **motion** was made by Mr. Knowles, seconded by Mr. Towns and unanimously passed adopting Resolution No. 2024-02 – Adopting a Fiscal Year 2024/2025 Final Budget, as presented.

Ms. Bethel then closed the Public Hearing and reconvened the Regular Board Meeting.

J. OLD BUSINESS

1. Update on Newsletter and Website

Ms. Bethel directed the Board's attention to Page of the meeting books and advised that the tracker showed "zero" activity. Mr. Gaede requested that the item be removed from the agenda. Mr. Knowles stated it should stay and Mr. Gaede explained the reason for it in the beginning and now there was no reason to keep it on the agenda.

2. Update on Fountain Installation

Ms. Bethel explained that she had sent information to the District Engineer for a sketch to be drawn up so that Mr. Palen could create an easement. An easement should be created to make sure they do not have any future issues. Mr. Palen confirmed.

3. Update on 1277 Rosegate Boulevard Swale Issue

Ms. Bethel advised that the vendor would look at this once they get into the community to start the rip rap project, which will commence on Tuesday, June 11, 2024, and would be completed within two weeks. Mr. Gaede stated that the HOA had been informed of the rip rap project but to please inform them of the swale repair as well. Ms. Bethel confirmed she would do so.

4. Update on Preserve/Dry Conservation Project

Mr. Jackson stated that he was not able to follow up with Mr. Russ due to an appointment but would do so tomorrow. There are several projects that have been paid but have not yet been completed. Mr. Knowles asked if Mr. Jackson was working on these issues on behalf of the Board and Mr. Gaede stated that he had requested that Mr. Jackson follow up on these issues on behalf of the Board.

5. Update on 2024 Conferences

- **Florida League of Cities - August 15-17, 2024**

Ms. Bethel advised that she had registered Mr. Knowles for this conference. Payment will be sent as soon as it has been approved by the Chairman.

Ms. Bethel indicated that she would bring to the next meeting a document that lists reimbursements for the Board to consider. Mr. Gaede stated that if anyone wanted to attend to please let Ms. Bethel know via e-mail.

6. Update Regarding Encroachment Issue

Mr. Gaede stated that he sat with Mr. Wells and his business had been concluded. The issue was Mr. Wells listed HOA and CDD violations. Mr. Gaede stated he would look through the book and send the CDD violations to Mr. Palen to prepare correspondence regarding same.

7. Update on Irrigation along Congress

Ms. Bethel stated that Mr. Russ had begun the project and should be completed by Thursday. He is still waiting to hear back from the City on whether a permit is needed.

8. Update on SLB General Contracting Rip Rap Project

Mr. Gaede stated this item was already discussed. The vendor will start this Tuesday, June 11 and have completed within two weeks.

K. NEW BUSINESS

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

Resolution No. 2024-03 was presented, entitled:

RESOLUTION NO. 2024-03

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

Ms. Bethel stated that the highlighted dates conflict with her schedule therefore dates were changed from the second Monday of the month to the first Monday.

A **motion** was made by Mr. Smith, seconded by Mr. Knowles and unanimously passed adopting Resolution No. 2024-03 – Adopting a Fiscal Year 2024/2025 Meeting Schedule, as presented

L. ADMINISTRATIVE MATTERS

1. Financial Report

Mr. Gaede directed the Board to the financial report. Ms. Bethel indicated that while the Board was reviewing the financials, the Board wanted to know if the pipes were cleaned and she found out that they were cleaned in March of 2023.

In addition, Ms. Bethel followed up with South Florida Water Management and they do not give an address of where the noninvasive plant is, just the general area. Mr. Jackson stated that the HOA was marking trees that need to be trimmed/removed. Mr. Gaede stated we would wait and include this noninvasive plant as well.

M. ATTORNEY MATTERS

Mr. Palen stated that the Form 1 – Statement of Financial Interests is due July 1st.

Ms. Bethel advised that the qualifying period runs from today at noon through Friday at noon and it costs \$25.00 to qualify. She noted that Mr. Jackson and Mr. Smith's seats were up.

N. BOARD MEMBER COMMENTS

Mr. Towns indicated it has been a pleasure working with Mr. Jackson.

O. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 4:46 p.m. on a **motion** made by Mr. Knowles, seconded by Mr. Gaede and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair

**AGREEMENT FOR SHARING OF CERTAIN LANDSCAPE AND IRRIGATION
MAINTENANCE COSTS**

THIS AGREEMENT is made effective the 12th day of March, 2006 by and between the **THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government created and existing pursuant to Chapter 190, Florida Statutes ("District") and the **THOUSAND OAKS HOMEOWNERS ASSOCIATION**, ("Association").

RECITALS:

A. District and Association are both owners of lands within the development known as THOUSAND OAKS ("Development").

B. District is responsible for the maintenance and repair of certain landscape areas and associated irrigation systems. These landscape areas are more particularly identified on the map attached hereto and made a part hereof as Exhibit A (the "Landscape Areas").

C. Association is responsible for the maintenance and repair of other landscape areas within the Development.

D. Association and District desire to utilize the same landscape maintenance contractor to accomplish unification of oversight responsibilities and ensure uniform appearance of landscaping throughout the Development.

E. Association possesses experience arranging for and supervising landscape maintenance services within the District.

F. District and Association desire to enter into an agreement whereby District funds the maintenance and upkeep of the Landscape Areas and Association shall be principally responsible for arranging for and supervising the landscape maintenance services.

NOW THEREFORE, in consideration of the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, District and Association agree as follows:

1. Recitals Confirmed. The parties confirm that the above stated recitals are true and correct.
2. Maintenance Contracts and Cost Sharing.
 - A. The parties acknowledge that it is in the best interest of the residents and property owners in the District for the Landscape Areas to be kept in a condition reflecting the quality of the development within District and Association. Association shall be responsible for undertaking the

maintenance of the Landscape Areas. Association shall ensure that evidence of insurance required by this Agreement shall be provided to District and Association at the time of execution of any landscape and/or irrigation maintenance contract and at any renewal.

- B. At all times, Association shall provide for the maintenance of the Landscape Areas using, at a minimum, standard landscaping practices and procedures for the type of landscaping installed (e.g., turf grass management, ornamentals, trees, etc.) and in compliance with the minimum requirements set forth in Exhibit B. When necessary, Association shall seek the advice of qualified professionals relating to any unusual maintenance events (e.g., extreme weather or bug infestation, etc.).
- C. District shall only pay expenses incurred in connection with the use, operation, repair and maintenance of the Landscape Areas (the "Expenses"). See Exhibit "B" hereto. The Expenses shall not include any administrative fees or overhead of Association, but shall only include those expenses directly related to the landscaping and irrigation maintenance activity of the Landscape Areas.

3. District's Review of Proposal. Within seven (7) days after Association receives a proposal for landscape and/or irrigation maintenance services for lands within the Development including the Landscape Areas, Association shall provide a copy of the proposal to District for review. If District objects to the proposal in any respect, District shall promptly notify Association of its objections. In such event, District and Association agree to cooperate in good faith toward resolving District's objections prior to Association's acceptance of the proposal.

4. Payment. District shall make four (4) equal quarterly payments or twelve (12) equal monthly payments, whichever the Association chooses, to Association each year totaling the projected expenses included in Association's contract with a third party for landscape and irrigation maintenance services for maintenance of the Landscape Areas which amount will not exceed \$2,096.75 per month. At the conclusion of each fiscal year, Association shall compare the actual annual expenses for use, operation, repair and maintenance of the Landscape Areas with the amount previously paid by District for that fiscal year. Based on this comparison, Association shall determine whether there has been an underpayment or an overpayment by District for the prior fiscal year. If there has been an overpayment, the amount of the overpayment, at District's discretion, shall be paid to District without interest, or credited to District's portion of projected expenses for the following fiscal year. If there has been an underpayment, Association shall provide District with an invoice for the amount of the underpayment. District shall pay such invoice within thirty (30) days of receipt. If such invoice is paid in full within this thirty-day period, no interest shall accrue on the underpayment.

5. Inspection of Records; Payment Disputes. Upon request, Association shall make available to District for review at a reasonable time and place, its books and records with respect to the Expenses. In the event of a dispute between the parties relating to the reimbursement of

Expenses, District shall pay the amount requested by Association in the time frame set forth above. District shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the right of District to dispute the correct amount of such required payment.

6. Termination. The District and Association shall each have the right to terminate this Agreement upon thirty (30) days written notice with or without cause. Association shall ensure that all contracts with persons or entities performing work in the Landscape Areas contain a provision that such contract may be terminated, at least as to the work being performed in the Landscape Areas, upon thirty (30) days written notice without cause. Upon termination, the District and Association shall account to each other with respect to all matters outstanding as of the date of termination.

7. Insurance. Association shall ensure that the following language is included in all contracts with persons or entities performing work in the Landscape Areas:

“Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:

- (1) *Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000 and \$1,000,000, respectively, combined single limit per occurrence, protecting it, the Thousand Oaks Community Development District and the Thousand Oaks Homeowners Association from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and*
- (2) *Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation).*
- (3) *All such insurance required by this section shall be with companies and on forms acceptable to Thousand Oaks Homeowners Association and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Association; the insurance required under this section shall name as additional insureds the Thousand Oaks Community Development District and the Thousand Oaks Homeowners Association and their officers, supervisors, employees, consultants, parents, and subsidiaries. Certificates of insurance (and copies of all policies, if required by the Thousand Oaks Homeowners Association) shall be furnished to the Thousand Oaks Homeowners Association. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to the Thousand Oaks Community Development District or the Thousand Oaks Homeowners Association whatsoever."*

8. Indemnification. Association shall ensure that the following language is included in all contracts with persons or entities performing work in the Landscape Areas: *"Contractor agrees to indemnify and hold harmless the Thousand Oaks Community Development District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, any negligent act or omission, or willful misconduct, of the Contractor or its employees or agents."* In the event Association enters into a contract for performance of work within the Landscape Areas which does not include such provision, Association agrees to indemnify and hold harmless District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, any negligent act or omission, or willful misconduct, of the Contractor or its employees or agents.

9. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arms length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

10. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

11. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

12. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

A. If to Association: Thousand Oaks Homeowners Association

CANOPY LANE
RIVIERA BEACH FL 33404
Attn: JEANNE KULICK PRES.

B. If to District: Thousand Oaks Community
Development District
C/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: District Manager

With a copy to: Caldwell & Pacetti
324 Royal Palm Way
Palm Beach, Florida 33480
Attn: Frank Palen

13. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

14. Term. This Agreement shall become effective as of the date of execution by the last signing party, and remain in effect until September 30, 2009. The Agreement shall automatically renew annually, unless otherwise terminated by either party in accordance with this Agreement.

15. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

16. Interest and Attorneys' Fees. Any payment due from District to Association shall bear interest at the highest permissible rate of interest under the laws of the State of Florida, from the date such payment is due pursuant to this Agreement. In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution, and including fees incurred in appellate proceedings.

17. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other. Any purported assignment without such approval shall be void.

18. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, 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 the Doctrine of Sovereign Immunity or by operation of law.

19. Binding Effect; No Third Party Beneficiaries. The terms and provisions hereof shall be binding upon and shall inure to the benefit of District and Association. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended,

{00086995.DOC.}

waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

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

IN WITNESS WHEREOF, District and Association have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

Attest:

Asst
Secretary

**THOUSAND OAKS COMMUNITY
DEVELOPMENT DISTRICT**

By:

Chairman

Attest:

Secretary

**THOUSAND OAKS HOMEOWNERS
ASSOCIATION**

By:

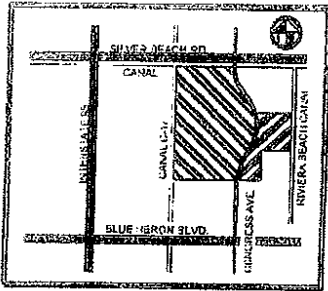
President

EXHIBIT A
(“Landscape Areas”)

{00086995.DOC.}

THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT SITE PLAN

EXHIBIT 'A'



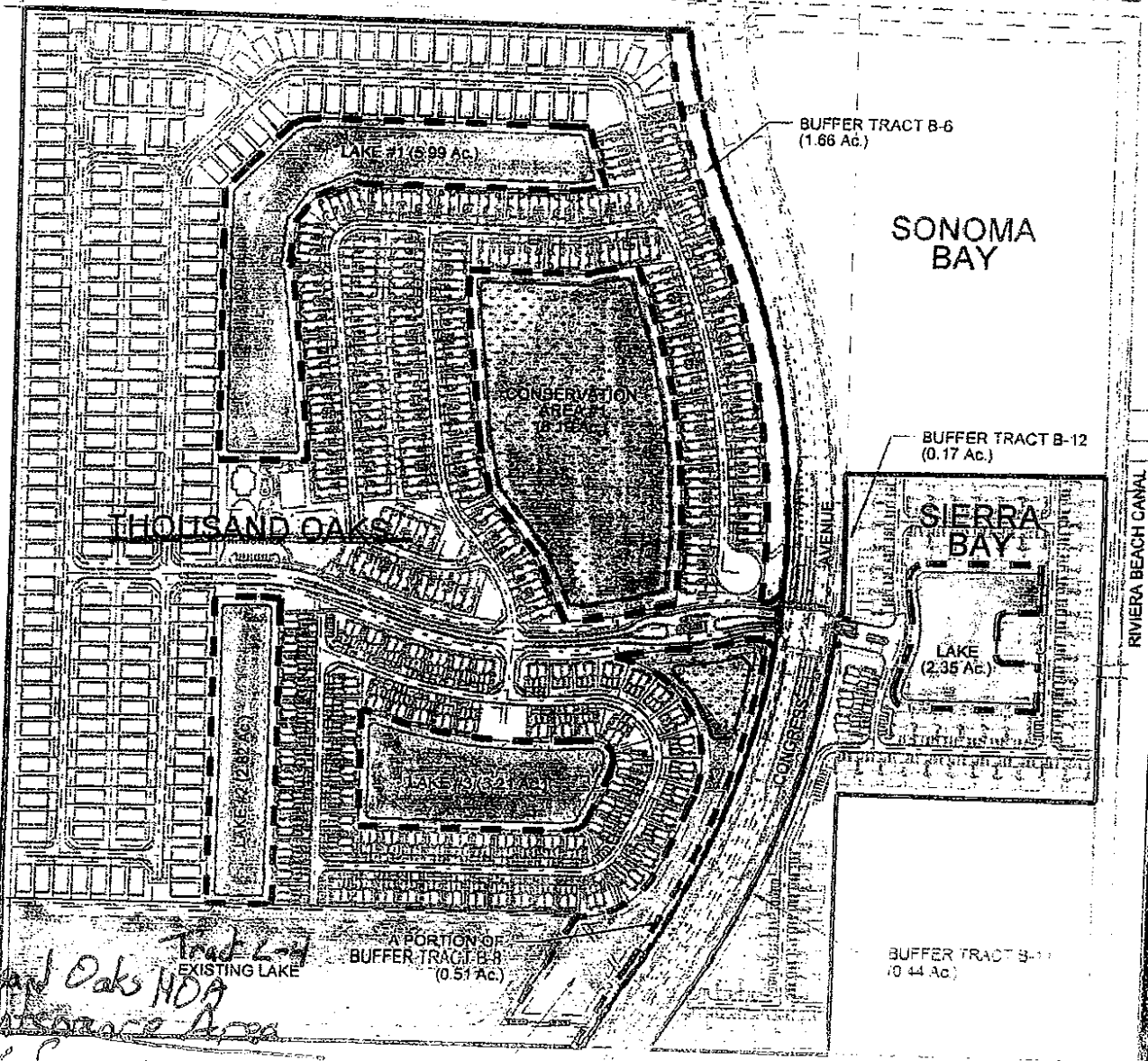
LOCATION MAP
N.T.S.

LEGEND

- THOUSAND OAKS**
- LIMITS OF C.D.D. (101.23 ACRES)
 - LIMITS OF C.D.D. OWNED LAND (25.46 ACRES)
- SIERRA BAY**
- LIMITS OF C.D.D. (15.75 ACRES)
 - LIMITS OF C.D.D. OWNED LAND (2.96 ACRES)



SILVER BEACH ROAD



*Thousand Oaks HOA
Maintenance Area
20' from mean
high water line of
Tracts C-1, C-2, C-3 & C-4
and Buffer Area B-11*

CONSERVATION
AREA #2
3.08 AC

EXHIBIT B

{00086995.DOC.}

EXHIBIT B

LANDSCAPE MAINTENANCE

ITEM		FREQUENCY
1.	Lawn cutting	32 Times Per Year
2	Edging – All roadways and walks will be edged after each out. Flowerbeds, ringed areas around trees and shrub beds will be edged after each out.	32 Times Per Year
3.	Weeding and Cleaning of Flowerbeds / Walkways – All beds including ringed areas around trees, will be weeded and cleaned of debris once each month. Grass or weeds growing in expansion joints on walkways and driveways shall be removed or chemically treated.	Monthly
4	Trimming and Pruning – All shrubs, plants, bushes, other ground cover and hedges will be trimmed and/or pruned to maintain a neat and proper appearance (once per month in designated areas).	Monthly
5	Clean up – All walks, parking lots, roads, common areas, etc. will be blown clean after each service. All clippings, grass cuttings, and other debris will be removed from the premises after each cutting.	Each Visit
6.	Palm fronds shall be picked up at each site visit.	Each Visit
7	<p>Spraying and Fertilization – Lawns</p> <p>a) Spraying – Lawn areas will be reviewed monthly and sprayed as required for protection against chinch bugs, worms, fungus and other lawn destroying pests.</p> <p>b) Fertilization – Lawn areas will be fertilized with a granular Fertilizer two (2) times per year for proper health and appearance. Agent will use top quality granular fertilizer meeting or exceeding the recommendations of the Agriculture Extension Office.</p>	<p>Monthly</p> <p>2 Times Per Year</p>
8.	<p>Spraying Pest Control and Fertilization – Shrubs and Trees</p> <p>a) Spraying – All shrubs and hedges will be reviewed monthly and sprayed on an as needed basis.</p> <p>b) Fertilization – All shrubs, trees and hedges will be fertilized with a granular fertilizer two (2) times per year for proper growth and appearance (does not include deep root fertilization).</p>	<p>Monthly</p> <p>2 Times Per year</p>

IRRIGATION SYSTEM MAINTENANCE

ITEM		FREQUENCY
1	Irrigation system shall be wet checked once per month. All zones shall be turned on and checked. Heads shall be cleaned and adjusted, as required.	Monthly
2	Service shall include maintenance and repair of suction line, gate valve, solenoid, vacuum breaker, zone valves, pipes, risers and heads at no additional cost.	Monthly
3	Clocks, valves, solenoids and pumps will be repaired at an additional cost, upon approval by the TOCCD. Any lines located beneath sidewalks, walkways or roads, will be repaired at an additional charge, upon approval by the TOCCD.	As Required
4	Irrigation problems shall be serviced within 48 hours from time of notification, during normal business hours on Monday to Friday (parts and weather permitting). Emergency (within 24 hours) service is also available around the clock at an additional charge	As Required
5	Any serious sprinkler system malfunctions and repairs or replacements shall be reported to the TOCCD.	As Required
6	Any services over and above the scope of this Agreement shall be charged to the TOCCD at the prevailing hourly rate, in addition to the cost of parts used.	As Required

Thousand Oaks
Community Development District

**Financial Report For
June 2024**

**THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
JUNE 2024**

	Annual Budget 10/1/23 - 9/30/24	Actual Jun-24	Year To Date Actual 10/1/23 - 6/30/24
REVENUES			
O & M ASSESSMENTS	268,638	0	264,110
DEBT ASSESSMENTS (SERIES 2016 A1)	367,957	0	361,050
DEBT ASSESSMENTS (SERIES 2016 A2)	94,511	0	92,758
OTHER REVENUES	0	0	0
INTEREST INCOME	0	0	6,323
Total Revenues	\$ 731,106	\$ -	\$ 724,241
EXPENDITURES			
SUPERVISOR FEES	12,000	0	7,200
PAYROLL TAXES	960	0	551
AQUATIC/STORMWATER MANAGEMENT	30,000	0	18,863
LAWN/LANDSCAPE MANAGEMENT	46,715	2,097	31,096
WETLAND PRESERVE BUFFER MAINTENANCE	10,800	0	0
MAINTENANCE CONTINGENCY (TREE TRIMMING, ETC.)	79,500	0	65,180
ENGINEERING/INSPECTIONS/REPORTS	6,000	0	379
MANAGEMENT	37,020	3,085	27,765
SECRETARIAL	4,200	350	3,150
LEGAL	10,000	0	4,304
ASSESSMENT ROLL	8,000	0	0
AUDIT FEES	3,900	3,400	6,700
ARBITRAGE REBATE FEE	1,300	0	1,300
INSURANCE	6,900	0	7,024
LEGAL ADVERTISING	1,400	0	600
MISCELLANEOUS	1,700	3	1,617
POSTAGE	500	10	45
OFFICE SUPPLIES	1,000	70	569
DUES & SUBSCRIPTIONS	175	0	175
TRUSTEE FEES	3,700	0	3,500
TRAVEL	8,000	600	4,347
WEBSITE MANAGEMENT	1,500	125	1,125
ELECTRICITY - FOUNTAINS	0	0	224
MISCELLANEOUS MAINTENANCE	0	0	914
FOUNTAINS	0	899	22,870
BANK SERVICE CHARGES	0	0	45
Total Expenditures	\$ 275,270	\$ 10,639	\$ 209,543
REVENUES LESS EXPENDITURES	\$ 455,836	\$ (10,639)	\$ 514,698
PAYMENT TO TRUSTEE (A1)	(345,880)	0	(343,901)
PAYMENT TO TRUSTEE (A2)	(88,840)	0	(88,352)
BALANCE	\$ 21,116	\$ (10,639)	\$ 82,445
COUNTY APPRAISER & TAX COLLECTOR FEE	(14,622)	0	(8,171)
DISCOUNTS FOR EARLY PAYMENTS	(29,244)	0	(27,178)
EXCESS/ (SHORTFALL)	\$ (22,750)	\$ (10,639)	\$ 47,096
CARRYOVER FROM PRIOR YEAR	22,750	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (10,639)	\$ 47,096

Bank Balance As Of 6/30/24	\$ 360,044.51
Accounts Payable As Of 6/30/24	\$ 9,060.39
Accounts Receivable As Of 6/30/24	\$ 362.08
Available Funds As Of 6/30/24	\$ 351,346.20