



*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  
DECEMBER 9, 2024  
4:15 P.M.**

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

**[www.thousandoakscdd.org](http://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**  
December 9, 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. November 4, 2024 Regular Board Meeting.....Page 2
- 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. Swale Issue.....Page 5
  - 3. Discussion Regarding Golf Cart
  - 4. Discussion Regarding Annual Engineering Report.....Page 6
- I. New Business
  - 1. Landscape Maintenance Agreement Review.....Page 14
- J. Administrative Matters
  - 1. Financial Report.....Page 26
- K. Attorney Matters
- L. Board Members Comments
- M. Adjourn

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune  
News Herald | The Palm Beach Post  
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

## AFFIDAVIT OF PUBLICATION

Thousand Oaks Cdd  
Thousand Oaks Cdd  
2501 BURNS RD  
STE A

PALM BEACH GARDENS FL 334105207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

09/24/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/24/2024

\_\_\_\_\_  
Legal Clerk

*Nancy Heyrman*  
\_\_\_\_\_  
Notary, State of WI, County of Brown

*5.19.27*

My commission expires

Publication Cost: \$267.74  
Tax Amount: \$0.00  
Payment Cost: \$267.74  
Order No: 10583254 # of Copies:  
Customer No: 730529 1  
PO #: fiscal meeting sched

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 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 7, 2024
- November 4, 2024
- December 9, 2024
- January 13, 2025
- February 10, 2025
- March 3, 2025
- April 14, 2025
- May 12, 2025
- June 9, 2025
- July 14, 2025
- August 11, 2025
- September 8, 2025

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.

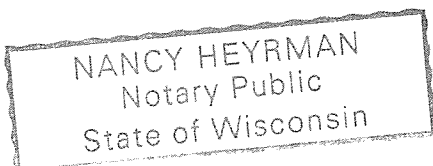
From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person 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 ensure 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  
No.10583254 Sept. 24, 2024



**THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
NOVEMBER 4, 2024**

**A. CALL TO ORDER**

The November 4, 2024, Regular Board Meeting of the Thousand Oaks Community Development District (the “District”) was called to order at 4:20 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 24, 2024, as part of the District’s Fiscal Year 2024/2025 Regular Board Meeting, as legally required.

**C. MOMENT OF SILENCE**

**D. CONSIDER APPOINTMENT TO BOARD VACANCY**

**E. ADMINISTER OATH OF OFFICE**

**F. ESTABLISH A QUORUM**

A quorum was established by the presence of Vice Chairman Corey Smith and Supervisors Malachi Knowles (via phone), Horace Towns and Jeffery Jackson.

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

Also present were the following:

Loren Banner- Banner Electric  
Mr. and Ms. Torres resident

**G. ADDITIONS OR DELETIONS TO THE AGENDA**

Ms. Bethel requested the addition of a Discussion Regarding Fencing Florida, Inc. Fence Repair Proposal under New Business.

A **motion** was made by Mr. Knowles, seconded by Mr. Jackson and unanimously passed adding a Discussion Regarding Fencing Florida, Inc. Fence Repair Proposal under New Business.

**H. APPROVAL OF MINUTES**

**1. October 7, 2024, Regular Board Meeting**

A **motion** was made by Mr. Towns, seconded by Mr. Jackson and unanimously passed **October 7, 2024, Regular Board Meeting**

**I. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

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

**J. OLD BUSINESS**

**1. Update on Fountain Installation**

Ms. Bethel introduced Mr. Loren Banner of Banner Electric to explain the fountains control panel location issue. She also indicated that after the meeting, we will walk over to the location to get a visual of the issue at hand. Mr. Banner explained that the ground wire was running into the neighbor's yard. Mr. Palen stated that everything must stay within the easements unless we get permission from the homeowner; otherwise it is an encroachment. A lengthy discussion ensued. Mr. Banner explained that there was another location where the control box could go but it would involve running the electricity under the concrete (directional boring), which can be expensive. Mr. Jackson asked if Mr. Banner could get two proposals for directional boring and Mr. Banner agreed to do so.

**2. Update on 1277 Rosegate Boulevard Swale Issue**

Ms. Bethel stated that she had finally received a price from Statewide Grading for the repairs. The Board discussed the price and indicated they would like to request a full proposal for all expenses.

**K. NEW BUSINESS**

**1. Discussion Regarding Golf Cart**

Mr. Jackson indicated that he had revisited the shop where they purchased the golf cart and had spoken with a representative. He stated that the representative explained that they could either buy the golf cart back or put it on consignment. Mr. Jackson stated he sent the requested pictures to the representative and was awaiting a reply on whether they will buy the golf cart back or put it on consignment.

**2. Discussion Regarding Fencing Florida, Inc. Fence Repair Proposal**

A **motion** was made by Mr. Jackson, seconded by Mr. Towns and passed unanimously approving the Florida Fence, Inc. repair proposal for the fencing along Congress Avenue in the amount of \$1,450.00, as presented.

**L. ADMINISTRATIVE MATTERS**

**1. Financial Report**

Ms. Bethel asked the Board to review the financial report and let her know of any questions. Mr. Jackson stated that the lawn maintenance for the HOA had increased; the amount the District has been contributing has not changed in years and it should be increased to keep up with inflation. Mr. Palen stated the HOA should make a proposal to the District. Mr. Smith stated the HOA's proposal should be for the District portion only.

**M. ATTORNEY MATTERS**

Mr. Palen reminded the Board Members to complete their ethics training on or before December 31, 2024.

**N. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**O. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 5:03 p.m. There were no objections.

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Secretary/Assistant Secretary

---

Chair/Vice Chair

**From:** Randy Smith <[statewidegrading@yahoo.com](mailto:statewidegrading@yahoo.com)>  
**Sent:** Thursday, November 14, 2024 2:34 PM  
**To:** Sylvia Bethel <[sbethel@sdsinc.org](mailto:sbethel@sdsinc.org)>  
**Subject:** Re: 1277 Rosegate Blvd Weed and water staying in the gutter

Good afternoon Sylvia- the total is \$10,900 for all curb and asphalt patching at valley curb repair areas.

1277 Rose Gate Blvd

3202 Laurel Ridge Circle

Up to 60 LF of valley gutter replacement & root removal = \$5,000

Root removal & 40 LF. (1281 Rose Gate Blvd) = \$2,000

Asphalt Patching at Repair Areas \$3,900

Total \$10,900

Thank you,  
Courtney Donofrio  
Statewide Grading

# Thousand Oaks Community Development District

## Engineer's Certificate for Trust Indenture

Prepared for:

**Thousand Oaks Community Development  
District**  
**Board of Supervisors**  
Riviera Beach, Florida

September 30, 2024

Prepared by:



947 Clint Moore Road  
Boca Raton, FL 33487  
Voice: 561-241-6455  
Fax: 561-241-5182  
E-mail: [jeff@schnars.com](mailto:jeff@schnars.com)

Thousand Oaks CDD  
02122-4



# **THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT**

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  - V. Inspection Findings**
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    - 2. Thousand Oaks
- EXHIBIT 'A' - Site Plan and Location Map**

## I Purpose and Scope

This report is being prepared at the request of the Thousand Oaks Community Development District (TOCDD) to comply with the requirements of Section 9.21 of the Trust Indenture for the Special Assessment Bonds, Series 2005A1 and 2005A2. It is the intention of this document to report on the yearly inspection of facilities owned by the TOCDD.

## II Introduction / Project Description

The Thousand Oaks Community Development District (TOCDD) provides stormwater management, wetland and upland preserve habitat, roadway buffers and entry features to the residents of the District. The TOCDD is comprised of the Thousand Oaks and Sierra Bay neighborhoods. Thousand Oaks is a 101.23 gross acre residential subdivision located in the Congress Avenue PUD and Sierra Bay is a 15.75-acre residential subdivision located on the east side of Congress Avenue opposite Thousand Oaks. See Site Plan for a graphical representation of the developments, attached hereto as Exhibit "A".

Each neighborhood's infrastructure includes networks of storm drainage, water and sanitary sewer systems that provides service respectively to Thousand Oaks (221 single-family dwellings, 231 manor homes and 244 townhomes) and Sierra Bay (201 manor homes). In addition, the TOCDD maintains two conservation areas.

The District is in Section 30, Township 42S, Range 43E, in Palm Beach County, City of Riviera Beach, Florida. Thousand Oaks is bounded on the east by Congress Avenue; on the west by the SFWMD C-17 Canal; on the south by Timber Pine Plat No. 2 (a residential development); and on the north by unimproved Silver Beach Road and city canal R/W. Sierra Bay is bounded on the west by Congress Avenue, the north by the proposed Sonoma Bay residential development, the east by a City canal and elementary school, and the south by an existing apartment complex. Both developments may be accessed from Congress Avenue. A location map is shown on Exhibit "A".

## III Existing Public Facilities

### 1. Surface Water Management System.

- a. **Thousand Oaks** - The surface water management system serving the neighborhood consists of valley gutters, inlets, manholes and storm pipes that direct runoff to the on-site lake/wetland system for detention prior to discharge into the adjacent South Florida Water Management District (SFWMD) C-17 Canal. The surface water management system is complete and fully operational with no excess capacity available.
- b. **Sierra Bay** - The surface water management system serving Sierra Bay is completely separate from Thousand Oaks system and consists of valley gutters, inlets, manholes and storm pipes that direct runoff to the on-site lake for water quality and quantity detention. The Sierra Bay surface water management system is interconnected to the adjacent Sonoma Bay surface water management system. Discharge is through Sonoma Bay development and into a

City canal along its north property line which flows west to the South Florida Water Management District (SFWMD) C-17 Canal. The surface water management system is complete and fully operational with no excess capacity available.

## 2. Water Distribution

- a. **Thousand Oaks** - The onsite water distribution system is composed of 6" and 8" diameter mains for potable service and fire protection. All water mains within Thousand Oaks are complete, certified, and have been transferred by the TOCDD to the City of Riviera Beach Utilities Department for ownership, operation, and maintenance.
- b. **Sierra Bay** - The onsite water distribution system is composed of 6" and 8" diameter mains for potable service and fire protection. All water mains within Sierra Bay are complete, certified, and have been transferred by the TOCDD to the City of Riviera Beach Utilities Department for ownership, operation, and maintenance.

## 3. Sanitary Collection and Transmission System

- a. **Thousand Oaks** - The sewage collection and transmission system consists of a lift station, 6" force main, 8" polyvinyl chloride (PVC) gravity pipe, manholes and 6" service laterals. The lift station is centrally located within the recreation area and the 6" force main extends east on Canopy Lane and ties into an existing 6" force main within the Congress Avenue right-of-way. The 8" PVC gravity pipe extends throughout the project to serve all the units. The entire sewer system for Thousand Oaks is complete, certified and has been transferred by the TOCDD to the City of Riviera Beach Utilities Department for ownership, operation, and maintenance.
- b. **Sierra Bay** - The sewage collection system consists of 8" polyvinyl chloride (PVC) gravity pipe, manholes and 6" service laterals. The entire sewer system for Sierra Bay is complete, certified and has been transferred by the TOCDD to the City of Riviera Beach Utilities Department for ownership, operation, and maintenance.

## 4. Conservation Area

- a. **Thousand Oaks** - The TOCDD owns and maintains two conservation areas; a wetland totaling 8.19 acres and consisting predominately of sawgrass marsh. The second area is a combination wetland and upland totaling 3.08 acres. In order to insure perpetual preservation, both areas are encumbered by conservation easements dedicated to the South Florida Water Management District.

## 5. Roadway Buffers and Entry Features

- a. **Thousand Oaks** - The TOCDD owns and maintains the land and improvements within the buffer along Congress Avenue, which is generally 50 feet in width north of Canopy Lane and 20 feet in width south of Canopy Lane. The improvements within the buffer include a berm, landscaping, irrigation, and an entry feature/sign wall.
- b. **Sierra Bay** - The TOCDD owns and maintains the land and improvements within the buffer along Congress Avenue, which is generally 20 feet in width. The improvements within the buffer include a berm, retaining wall, landscaping, irrigation, and an entry feature/sign wall.

## 6. Congress Avenue Median

The TOCDD maintains the landscaping and irrigation in the median.

## IV. Facilities Inspection

An inspection was performed on September 27, 2024 of the facilities owned by the TOCDD. A visual inspection was conducted of all the roadway curbs, lakes, lake banks, conservation areas, roadway buffers, entry features, and adjacent Congress Avenue median. All drainage catch basins, the discharge control structure, and the drainage pipe connections to the catch basins and lakes were inspected for cleanliness by probing with a PVC pipe. No inspection of the water and sewer system was conducted since these items are no longer owned by the TOCDD.

## V. Field Inspection Findings

### 1. Sierra Bay

#### a. Surface Water Management System

1. **Curb** - The curb was found to be in good condition. Repairs were recently completed in March 2023. Minor cracks were noticed on the entrance road and Scarletta Drive. These areas will be monitored for future repairs.
2. **Drainage** -The entire drainage system was recently cleaned in March 2023. The drainage system was observed to be clean and unobstructed except in the following locations:
  - a. CB #26 completely covered with leaves and grass. The grates on this structure needs to be exposed and cleaned.
3. **Lakes**-All lake banks are properly sloped and stabilized with sod. The lake water level was 13" above design water level.

#### b. Conservation Area

Not applicable to Sierra Bay.

**c. Roadway Buffers and Entry Features**

The roadway buffers are generally in good condition. Although the roadways are not owned by the CDD, we observed the following: Sealcoat was installed throughout the project. We don't recommend sealcoat in roadways. Many parking stalls show evidence of oil stains that are deteriorating the asphalt. Asphalt settlement was noticed at the intersection of Carvelle Dr & Sonrisa Dr. This area should be monitored for future settlement or possible repair. Sidewalk was broken across the street from house 3247 Scarletta Drive.

**d. Congress Avenue Median**

The median was landscaped with sod and trees and observed to be in good condition. Some small shrubs appeared to be missing.

**2. Thousand Oaks****a. Surface Water Management System**

1. **Curb** - The curb was found to be in good condition. Repairs were recently completed in March 2023. Some minor areas of cracking in the "D" curb on Canopy Lane were noticed. There were some areas of curb uplifting from tree roots causing minimal water retention in curb, especially at 1277, 1266, 1257 and across the street from 1285 Rosegate Blvd. Other areas of small cracking were noticed in the valley gutter, but not curb displacement at the time of the inspection. These areas will be monitored on future inspections.
2. **Sidewalks**- Although not a CDD item, the sidewalks were found to be in good condition.
3. **Drainage** – The drainage system was found to be clean and unobstructed. The system was recently cleaned in March 2023. The following items were noticed and need to be addressed.
  - a. Catch basin #77 (by clubhouse) needs to be raised to grade. This will require relocating shrubs and possibly paver brick repair.
  - b. Catch basin #124 should have grass removed from grate and rip rap bags.
4. **Lakes** – All lake banks are properly sloped and stabilized with sod. Some erosion has occurred at the design edge of water likely due to wave action and water level variations. All lakes appear to be at the same water level and were approximately 8" above the above design water level.

**b. Conservation Area**

Some erosion has occurred in the wetland buffer at the bubble up structures and upland slope. The stone that was placed by the small bubble up basins from the gutters have kept erosion around the basins to a minimum. The nutrient berm was missing in most areas. The bubble up drainage structures in Mitigation Area #1 have been repaired per the repair plan in July 2024.

**c. Roadway Buffers and Entry Features**

The roadway buffers and entry features are generally in good condition. Although the roadways are not owned by the CDD, we observed the following: There is a small area of settlement around sanitary manhole at 3017 Laurel Ridge Circle. Many additional speed humps have been added throughout the community. There are advance warning signs, and the Speed Hump signs are not always located at the speed hump. The stop sign is too low at Sagewood Ct & Rosegate Blvd as well as Laurel Ridge Circle & Laurel Ridge Circle. Stop signs are too low at the intersection of Oakmont Dr & Oakhurst Way, Canopy Lane & Rosegate Blvd. These should be raised to the required height of 7' above pavement. There are small shrubs and two signs partially blocking the emergency fire access gate in the NE corner of the property. Many wheel stops were dislocated in parking stalls. Additional STOP signs, stop bars and double yellow striping have been added throughout the community.

**d. Congress Avenue Median**

The median was landscaped with sod and trees and found to be in good condition. Several small trees & shrubs are missing on Congress Ave.

**e. Other Items**

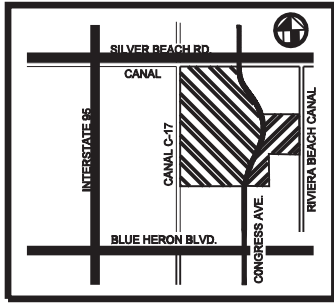
Although not a CDD item, please note that the two Case II red reflector signs are missing at the south leg of the southwest corner of Laurel Ridge Circle.

**V. Insurance**

The District currently carries comprehensive general liability insurance (covering bodily injury and property damage) with a coverage limit of \$1,000,000 per occurrence. We believe these coverage limits to be reasonable. We recommend the annual premium be included in the CDD budget.

# THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT SITE PLAN

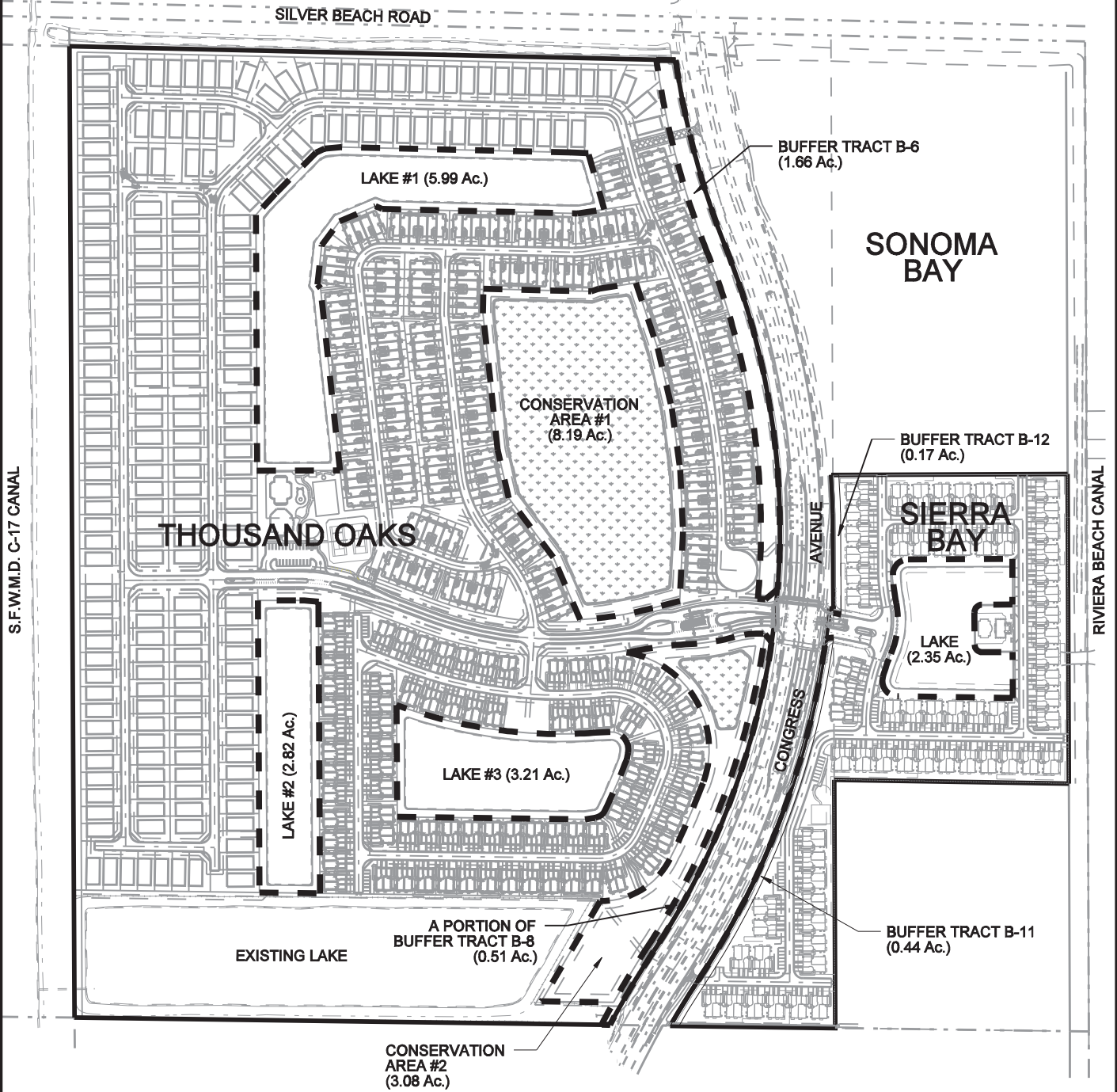
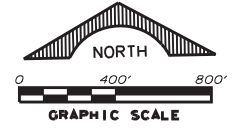
## EXHIBIT 'A'



**LOCATION MAP**  
N.T.S.

### LEGEND

- |                      |   |
|----------------------|---|
| <b>THOUSAND OAKS</b> |   |
|                      | LIMITS OF C.D.D. (101.23 ACRES)           |
|                      | LIMITS OF C.D.D. OWNED LAND (25.46 ACRES) |
| <b>SIERRA BAY</b>    |   |
|                      | LIMITS OF C.D.D. (15.75 ACRES)            |
|                      | LIMITS OF C.D.D. OWNED LAND (2.96 ACRES)  |



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

**THIS AGREEMENT** is made effective the 12<sup>th</sup> 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,

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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:

Secretary

Attest:

Secretary

**THOUSAND OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

By:

Chairman

**THOUSAND OAKS HOMEOWNERS  
ASSOCIATION**

By:

President

**EXHIBIT A**  
**(“Landscape Areas”)**

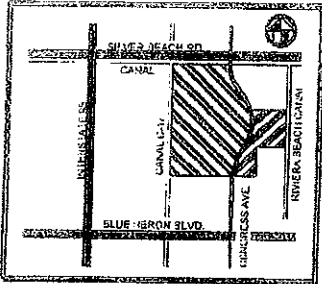
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# THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT SITE PLAN

## EXHIBIT 'A'

### LEGEND

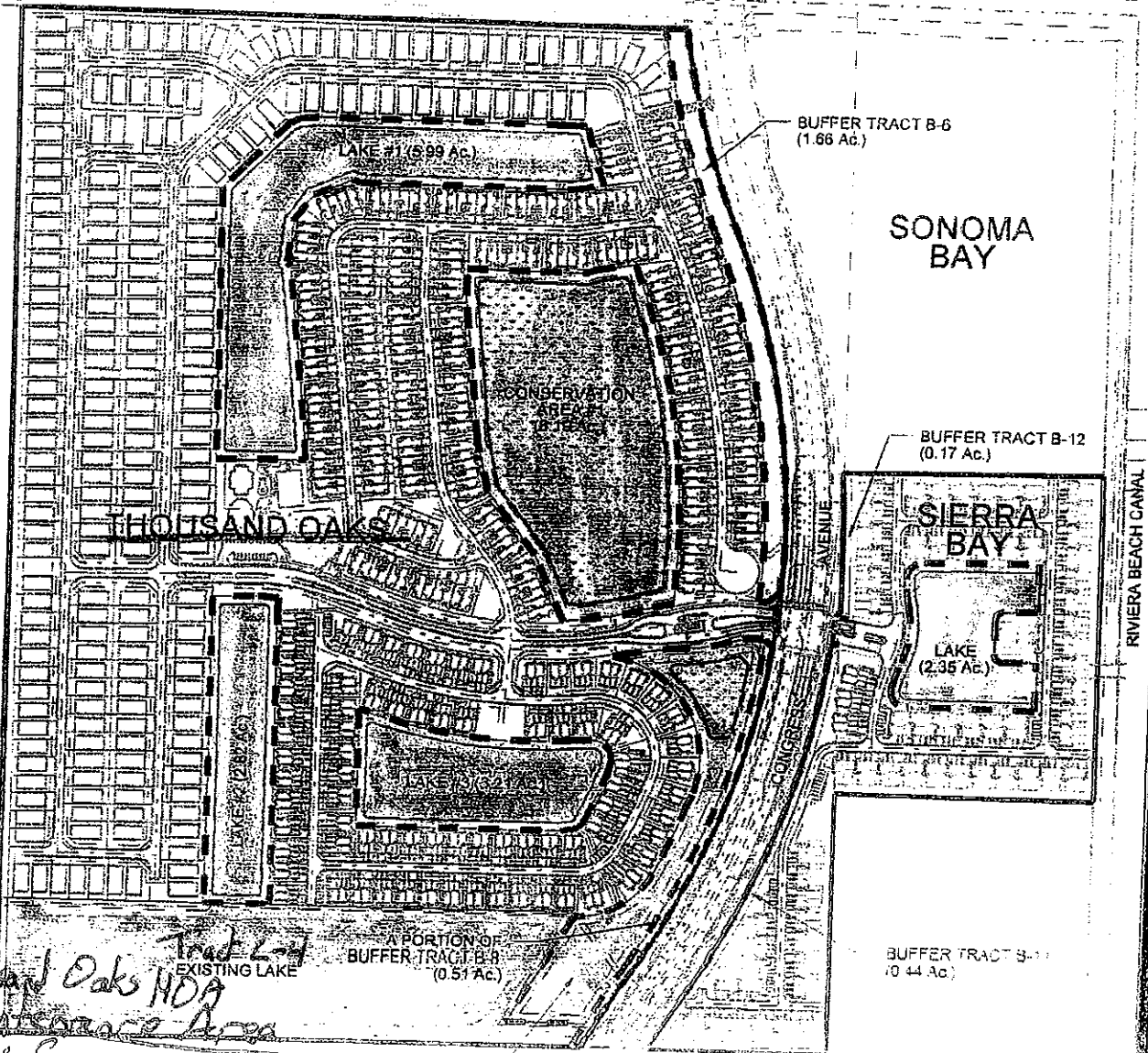
- THOUSAND OAKS**
- LIMITS OF C.D.D. (101.23 ACRES)
  - LIMITS OF C.D.D. OWNED LAND (25.46 ACRES)
- SIERRA BAY**
- LIMITS OF C.D.D. (15.75 ACRES)
  - LIMITS OF C.D.D. OWNED LAND (2.96 ACRES)



LOCATION MAP  
A.T.S.

SILVER BEACH ROAD

S.F.W.M.D. C-17 CANAL



*Thousand Oaks NDA  
Maintenance Area  
20' from mean  
high water line of  
Tracts L-1, L-2, L-3, L-4  
and Tract B-1, B-2, B-3, B-4*

CONSERVATION  
AREA #2  
3.26 AC.



**EXHIBIT B**

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## EXHIBIT B

### LANDSCAPE MAINTENANCE

ITEM		FREQUENCY
1.	Lawn cutting	32 Times Per Year
2	Edging – All roadways and walks will be edged after each cut. Flowerbeds, ringed areas around trees and shrub beds will be edged after each cut.	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  
November 2024**

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

	Annual Budget 10/1/24 - 9/30/25	Actual Nov-24	Year To Date Actual 10/1/24 - 11/30/24
<b>REVENUES</b>			
O & M ASSESSMENTS	259,627	0	0
DEBT ASSESSMENTS (SERIES 2016 A1)	367,957	0	0
DEBT ASSESSMENTS (SERIES 2016 A2)	94,511	0	0
OTHER REVENUES	0	0	0
INTEREST INCOME	420	0	23
<b>Total Revenues</b>	<b>\$ 722,515</b>	<b>\$ -</b>	<b>\$ 23</b>
<b>EXPENDITURES</b>			
SUPERVISOR FEES	12,000	1,000	1,800
PAYROLL TAXES	960	77	138
AQUATIC/STORMWATER MANAGEMENT	30,000	0	900
LAWN/LANDSCAPE MANAGEMENT	46,715	2,097	4,194
WETLAND PRESERVE BUFFER MAINTENANCE	10,800	0	0
MAINTENANCE CONTINGENCY (TREE TRIMMING, FOUNTAIN REPAIRS, ETC.)	85,000	0	3,650
ENGINEERING/INSPECTIONS/REPORTS	6,000	0	0
MANAGEMENT	38,124	3,177	6,354
SECRETARIAL	4,200	350	700
LEGAL	12,000	0	0
ASSESSMENT ROLL	8,000	0	0
AUDIT FEES	3,500	0	0
ARBITRAGE REBATE FEE	1,300	0	0
INSURANCE	6,900	0	7,491
LEGAL ADVERTISING	1,300	0	0
MISCELLANEOUS	1,900	52	127
POSTAGE	500	0	31
OFFICE SUPPLIES	1,075	0	63
DUES & SUBSCRIPTIONS	175	0	175
TRUSTEE FEES	3,600	0	0
TRAVEL	10,000	0	0
WEBSITE MANAGEMENT	1,500	125	250
ELECTRICITY - FOUNTAINS	0	0	33
<b>Total Expenditures</b>	<b>\$ 285,549</b>	<b>\$ 6,878</b>	<b>\$ 25,906</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 436,966</b>	<b>\$ (6,878)</b>	<b>\$ (25,883)</b>
PAYMENT TO TRUSTEE (A1)	(345,880)	0	0
PAYMENT TO TRUSTEE (A2)	(88,840)	0	0
<b>BALANCE</b>	<b>\$ 2,246</b>	<b>\$ (6,878)</b>	<b>\$ (25,883)</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(14,442)	0	(1,120)
DISCOUNTS FOR EARLY PAYMENTS	(28,884)	0	0
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (41,080)</b>	<b>\$ (6,878)</b>	<b>\$ (27,003)</b>
CARRYOVER FROM PRIOR YEAR	41,080	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (6,878)</b>	<b>\$ (27,003)</b>

<b>Bank Balance As Of 11/30/24</b>	<b>\$ 222,676.97</b>
<b>Accounts Payable As Of 11/30/24</b>	<b>\$ 3,652.00</b>
<b>Accounts Receivable As Of 11/30/24</b>	<b>\$ 212.08</b>
<b>Available Funds As Of 11/30/24</b>	<b>\$ 219,237.05</b>