



*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  
MAY 12, 2025  
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**  
May 12, 2025  
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. April 14, 2025 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 Regarding Golf Cart
  - 3. Update on Logo Trademark
  - 4. Review and Approve “Amended and Restated Agreement for Sharing Landscape and Irrigation Maintenance Costs” with Thousand Oaks at Congress Master Association, Inc.....Page 6
- I. New Business
  - 1. Discussion Regarding Fence Line along Congress Avenue Beautification
- J. Administrative Matters
  - 1. Financial Report.....Page 63
- K. Attorney Matters
- L. Board Member 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

Notary, State of WI, County of Brown

My commission expires

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

# of Copies:  
1

**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

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

**THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
APRIL 14, 2025**

**A. CALL TO ORDER**

The April 14, 2025, 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 24, 2024, as part of the District’s Fiscal Year 2024/2025 Regular Board Meeting, as legally required.

**C. MOMENT OF SILENCE**

**D. ESTABLISH A QUORUM**

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

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

Also present was District resident, Brian Gruber.

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

Old Business #4. Update on CDD & HOA Maintenance Agreement  
New Business #2. Consider Palm Beach Aquatic’s Fountain proposal  
New Business #3. Discussion Regarding 3245 & 3249 Laurel Ridge  
New Business #4. Discussion Regarding FASD Conference

Board Member disclosures - Mr. Jackson and Mr. Gaede sit on Thousand Oaks HOA Board.

A **motion** was made by Mr. Smith, seconded by Mr. Knowles and unanimously passed approving the above additions to the agenda .

**F. APPROVAL OF MINUTES**

**1. March 3, 2025, Regular Board Meeting**

A **motion** was made by Mr. Knowles, seconded by Mr. Jackson and unanimously passed approving the minutes of the March 3, 2025, Regular Board Meeting, as presented.

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

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

## **H. OLD BUSINESS**

### **1. Update on Fountain Installation**

#### **i. Consider Palm Beach Aquatics' Proposal**

Ms. Bethel presented the proposals from Palm Beach Aquatics.

Following discussion, a **motion** was made by Mr. Knowles, seconded by Mr. Smith unanimously passed approving the proposal for 8g & 14g motor and light cable extensions in the amount of \$1,420.40.

Ms. Bethel stated that the final inspection had been completed and they were now working with FPL to get the power turned back on.

### **2. Update Regarding Golf Cart**

Mr. Gaede stated that they are waiting for the end of season. Mr. Smith asked if the golf cart could be donated if it is not sold within a certain time frame. Mr. Palen stated it would have to be a charitable organization. Mr. Knowles asked if it could be donated to a Board Member or could a Board Member purchase the golf cart. Mr. Palen stated he would have to investigate it being purchased by a Board Member and Mr. Gaede indicated that Mr. Knowles could purchase it from the place where it is on consignment.

### **3. Update on Logo Trademark**

Mr. Knowles advised that he had spoken with the attorney, provided additional information and they would be able to move forward with the trademark.

### **4. Update on HOA and CDD Maintenance Agreement**

Ms. Bethel advised that the Board was supposed to review the agreement and provide any necessary changes. Mr. Palen went over the matter and indicated that he needed clarification on from the Board. A lengthy discussion ensued. Mr. Palen will revise the agreement and send it to the Board for review.

## **I. NEW BUSINESS**

### **1. Consider Resolution No. 2025-01 – Adopting a Fiscal Year 2025/2026 Proposed Budget**

Resolution No. 2025-01 was presented, entitled:

#### **RESOLUTION NO. 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Bethel presented the changes requested by the Board.

Following discussion, a **motion** was made by Mr. Knowles, seconded by Mr. Jackson and unanimously passed to adopting Resolution No. 2025-01 – Adopting a Fiscal Year 2025/2026 Proposed Budget, as presented, setting the Public Hearing for July 14, 2025.

## **2. Consider Palm Beach Aquatics' Fountain Proposal**

Ms. Bethel presented the proposals from Palm Beach Aquatics for fountain replacement and fountain repair.

Following discussion, a **motion** was made by Mr. Knowles, seconded by Mr. Towns and unanimously passed approving Palm Beach Aquatics' fountain replacement proposal in the amount of \$11,991, as presented.

## **3. Discussion Regarding 3245 & 3249 Laurel Ridge**

Ms. Bethel advised that Mr. Gaede had asked her to follow up on the resident who had encroached on District property. Ms. Bethel spoke with the resident, he complied and stated that he would remove the garden from the District's property. Ms. Bethel stated the resident mentioned concerns of traffic behind the house. The board stated that it was an HOA issue. Ms. Bethel worked with the HOA to have a courtesy reminder sent to the homeowner per the Chairman's approval.

## **4. Discussion Regarding FASD Conference**

Mr. Knowles advised of the dates for the conference and encouraged all Board Members to attend.

A **motion** was made by Mr. Knowles, seconded by Mr. Jackson and unanimously passed approving the following Board Members to attend the conference, subject to travel request forms being executed by each attendee: Mr. Knowles, Mr. Towns, Mr. Gaede and Mr. Jackson.

## **J. ADMINISTRATIVE MATTERS**

### **1. Financial Report**

There was no Financial Report at this time.

## **K. ATTORNEY MATTERS**

There was no further report from the District's attorney.

## **L. BOARD MEMBER COMMENTS**

Mr. Knowles would like the Board Members to attend the African American Golfers Hall of Fame soft opening on May 22, 2025, at 125 W 13<sup>th</sup> Street, Riviera Beach, Florida 33404 at 4 p.m.

Mr. Towns advised that he had applied for the position of City of Riviera Beach Mayor and decided to withdraw, however, he was informed that he would still be considered in the running and has a resignation letter ready just in case.

## **M. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 5:05 p.m. There were no objections.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**AMENDED AND RESTATED AGREEMENT FOR SHARING  
LANDSCAPE AND IRRIGATION MAINTENANCE COSTS**

**THIS AMENDED AND RESTATED AGREEMENT** ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT**, an independent special district of the State of Florida created and existing pursuant to Chapter 190, Florida Statutes ("District") and the **THOUSAND OAKS AT CONGRESS MASTER ASSOCIATION, INC.**, a Florida corporation not-for-profit ("Association"). District and Association shall hereafter be referred to collectively as the "Parties."

**RECITALS:**

**WHEREAS**, District and Association are both owners of lands within the planned unit development in the City of Riviera Beach, Florida, known as THOUSAND OAKS (the "Development"); and

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

**WHEREAS**, Association is responsible for and has experience with arranging for and supervising common area landscape maintenance and repair services within the Development; and

**WHEREAS**, Association and District desire to utilize the same landscape maintenance contractor in order to unify and simplify oversight responsibilities, ensure uniform appearance of landscaping throughout the Development and achieve cost savings through delegation of District's routine landscape maintenance responsibilities to Association; and

**WHEREAS**, on March 12, 2006, District and Association entered into a certain continuing "Agreement for Sharing of Certain Landscape and Irrigation Maintenance Costs", whereby District funds the maintenance of certain District Landscape Areas and Association accepts principal responsibility for soliciting and supervising landscape maintenance services; and

**WHEREAS**, District and Association have agreed to continue this contractual arrangement as being in their mutual best interest according to the same terms and conditions, except as expressly modified, revised or amended herein.

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

1. **Recitals Confirmed.** The above-stated recitals are true and correct and are incorporated herein by this reference.



2. **Maintenance Sub-Contracts and Cost Sharing.**

A. The Parties acknowledge that it is in the best interest of the residents and property owners in the District that District Landscape Areas be maintained by Association in a condition reflecting the high quality of appearance expected of development within Thousand Oaks Planned Unit.

B. At all times, Association shall provide for the maintenance of the District Landscape Areas using, at a minimum, standard landscaping practices and procedures for the type of landscaping installed (e.g., turf grass management, ornamentals, tree trimming, etc.) and in compliance with the 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 compensate Association for expenses Association incurs in connection with the use, operation, repair and maintenance of the District Landscape Areas (the "Qualified Expenses"). Qualified Expenses shall not include any administrative fees or overhead of Association, but shall only include those expenses directly related to landscaping and irrigation maintenance activity within the District Landscape Areas, as defined herein.

D. Unless otherwise expressly agreed in writing, certain of the District's landscape maintenance responsibilities shall not be Association's responsibility and are expressly excluded therefrom; specifically:

- (1) Maintenance of plantings and vegetation within Conservation Tracts C-1 and Conservation C-2, as shown on the Plat of Thousand Oaks Planned Unit Development, which are subject to environmental permits and covenants; and
- (2) Maintenance of the water bodies within Lake Tracts L-1, L-2, L-3 and L-4, as shown on the Plat of Thousand Oaks Planned Unit Development, or aquatic vegetation planted within the lakes. Association will maintain the 20-foot-wide Lake Maintenance Easements (LMEs) surrounding the perimeters of each lake tract. The LMEs are grassed from the tract boundary down to the water line; and
- (3) Post-hurricane or storm event cleanup or response to similar extraordinary events. In the event Association concludes that post-emergency clean-up of District Landscape Areas is required, Association shall notify District of such need and the estimated cost of such additional services. If District authorizes emergency services in writing, the additional cost may be added to Association's monthly payment request.

3. **District's Review of Proposals.** Within seven (7) days after Association receives a proposal for landscape and/or irrigation maintenance services that includes maintenance of the District Landscape Areas, Association shall provide a copy of the proposal to District for review. If District objects to the proposal in any respect in writing, 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. **Compensation.** As compensation for its services, District shall pay Association an annual lump sum amount of **SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00)**, payable in twelve (12) equal monthly installments of **FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$5,250.00)**. The amount of annual compensation may be reviewed by District in every fourth year following the Effective Date of this Agreement upon receipt of a written request from Association received no later than March 1 in order to conform to District's annual budget schedule. If approved, a change in compensation will take effect on October 1, the beginning of District's Fiscal Year.

5. **Inspection of Records.** Upon request, Association shall make its books and records regarding maintenance of District Landscape Areas available to District for review upon request at a reasonable time and place.

6. **Dispute Resolution.** In the event a dispute arises between District and Association that cannot be resolved administratively, the District's Board of Supervisors and Association's Board of Director's shall each promptly appoint a member to meet to discuss a mutually satisfactory settlement. If a proposed agreement is reached, the members' recommendations shall be presented to their respective Board's for confirmation at their next available Meeting. The agreed settlement shall be confirmed by District in the form of a Resolution which shall be maintained in the District's Official Minutes.

7. **Continuing Contract; Termination.**

A. Unless sooner terminated or amended as provided herein, the Parties intend that this Agreement shall be automatically renewed, upon the same terms, as provided in Section 15.

B. Either Party shall have the right to terminate this Agreement upon ninety (90) days written notice with or without cause. Association shall ensure that all contracts with persons or entities performing work in the District Landscape Areas contain a provision that such contract may be terminated, at least as to the work being performed in the District 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 pending matters as of the date of termination.

8. **Insurance.** Association shall comply with District's Minimum Insurance Coverage Requirements, as provided in the attached **EXHIBIT "C"**. Association shall assure these requirements are included in all contracts with persons or entities providing landscape maintenance services in the District Landscape Areas:

9. **Indemnification.** Association shall ensure that the following language is included in all contracts with persons or entities providing landscape maintenance services in District Landscape Areas:

"Contractor agrees to indemnify and hold harmless the Thousand Oaks Community Development District and its Supervisors, 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 maintenance of District Landscape Areas which does not include such provision, Association agrees to indemnify and hold harmless District and its Supervisors, 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.

10. **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.

11. **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.

12. **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.

13. **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 at Congress Master Association, Inc.  
1034 Center Stone Lane  
Riviera Beach, FL 33404
- 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

14. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in a court of competent jurisdiction in Palm Beach County, Florida.

15. **Term; Renewal.** This Agreement shall become effective as of the date of execution by the last signing Party, and remain in effect until September 30, 2028. Thereafter, the Agreement shall automatically renew annually on October 1, unless sooner terminated by either Party in accordance with this Agreement.

16. **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.

17. **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, each Party shall be responsible for their own fees and costs.

18. **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.

19. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of sovereign 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.

20. **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.

21 **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, 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.

22. **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.

23. **Independent Contractor Status.** The Parties acknowledge and agree that Association and any contractor retained by Association to maintain the Property is being retained as an independent contractor and is not, and shall not for any purpose be considered, District employees. The Parties stipulate that this is an Agreement to reimburse certain landscape maintenance expenses and not an employment contract. It does not create employer/employee or principal/agent relationships, nor will such relationships be created by reason of Association's performance of the services herein specified.

24. **Public Records.** Association shall comply with the applicable provisions of Section 119.0701, Florida Statutes (Public Records), as follows:

**A. IF ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT DISTRICT RECORDS CUSTODIAN, THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT, C/O SPECIAL DISTRICT SERVICES, INC AT 561-630-4922, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 3410**

B. Specifically, Association shall:

- (1) Keep and maintain public records required by District to provide the landscape maintenance services to District identified herein
- (2) Upon request from District's custodian of public records, provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S. or as otherwise provided by law or District Policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Association does not transfer the records to District.
- (4) Upon completion of the contract, transfer, at no cost, to the District all public records in Association's possession or keep and maintain public records required by the District to provide Authorized Recreation Services. If Association transfers all public records to District upon completion of the

contract, Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Association keeps and maintains public records upon completion of the contract, Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District upon request from District's custodian of public records, in a format that is compatible with District's information technology systems.

25. **Inspector General.** Association understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

26. **E-Verify.** Association warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. Association acknowledges that commencing January 1, 2021, DISTRICT, as a public employer, is subject to the E-Verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if DISTRICT has a good faith belief: (a) that Association has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for Association under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, DISTRICT shall promptly notify Association and order Association to immediately terminate its agreement with said subcontractor as to this contract. Association shall be liable for any additional costs incurred by DISTRICT as a result of the termination of the contract based on Association's failure to comply with E-Verify requirements referenced herein.

27. **Human Trafficking Affidavit.** Association warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Association shall execute the "Nongovernmental Entity Human Trafficking Affidavit", which is attached hereto as **Exhibit "D"** and incorporated herein by this reference.

28. **Effective Date.** This Contract will be effective on the date the last Party executes.

**SIGNATURES BEGIN ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, District and Association have each caused their duly authorized officers to execute this Agreement on the dates hereafter written.

Executed by **DISTRICT** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

**THOUSAND OAKS COMMUNITY  
DEVELOPMENT DISTRICT**, an  
independent special district of the State of  
Florida

\_\_\_\_\_  
Secretary

[District Seal]

By: \_\_\_\_\_  
Rance Gaede  
Its: Chair

Executed by **ASSOCIATION** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

**THOUSAND OAKS AT CONGRESS  
MASTER ASSOCIATION, INC.**, a Florida  
corporation Not-for-profit

\_\_\_\_\_  
Secretary

[Corporate Seal]

By: \_\_\_\_\_  
[Name Signed]  
\_\_\_\_\_  
[Name Printed]

Its: President

**EXHIBIT “A”**  
**THE DISTRICT LANDSCAPE AREAS**



# THOUSAND OAKS

A PORTION OF THE NORTHEAST ONE-QUARTER OF  
SECTION 30, TOWNSHIP 42 SOUTH, RANGE 43, EAST,  
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA.



**PERIMETER**  
SURVEYING & MAPPING  
1000 S. US HWY 1, SUITE 100  
WEST PALM BEACH, FL 33411  
TEL: 561-833-1111  
FAX: 561-833-1112

**LEGEND**

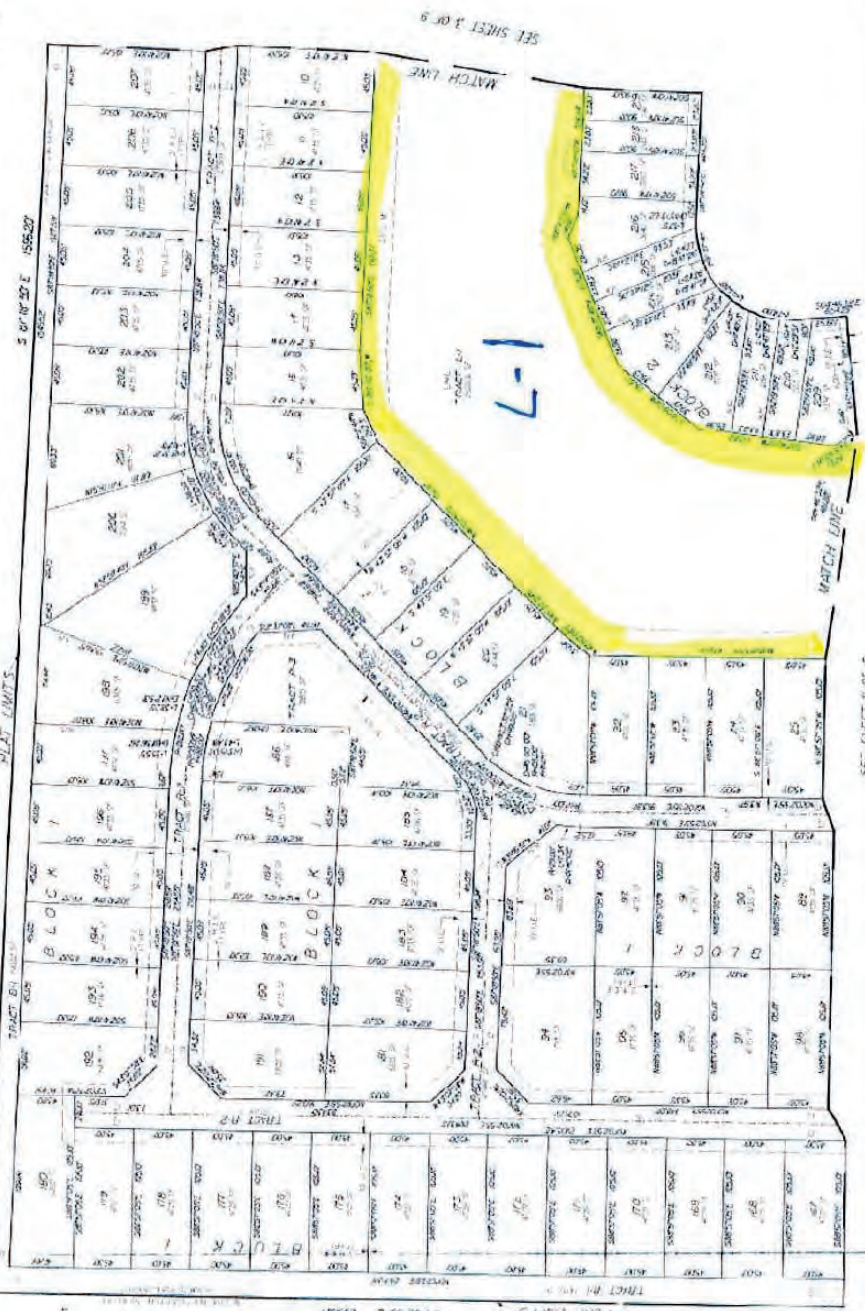
- BOUNDARY LINE
- ADJACENT PROPERTY
- ADJACENT CANAL
- ADJACENT ROAD
- ADJACENT LOT
- ADJACENT TRACT
- ADJACENT BLOCK
- ADJACENT SECTION
- ADJACENT TOWNSHIP
- ADJACENT RANGE
- ADJACENT COUNTY
- ADJACENT STATE
- ADJACENT COUNTRY
- ADJACENT WORLD

**POB**  
POINT OF BEGINNING  
THE POINT OF BEGINNING FOR THE CANAL IS THE POINT OF BEGINNING FOR THE ROAD.

**PLAT LIMITS**  
THE PLAT LIMITS FOR THE CANAL ARE THE PLAT LIMITS FOR THE ROAD.

**SILVER BEACH ROAD**  
**CANAL RW**

**SHEET 2 OF 9**



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-17 CANAL**



**SEE SHEET 1 OF 9**

**SEE SHEET 9 OF 9**

# PERIMETER

SURVEYING & MAPPING  
 PREPARED BY: J. C. HARRIS, P.E.  
 10000 N. W. 11th Ave., Suite 100  
 Fort Lauderdale, FL 33309  
 Tel: 305-555-1000  
 Fax: 305-555-1001

## THOUSAND OAKS

A PORTION OF THE NORTHEAST ONE-QUARTER OF  
 SECTION 30, TOWNSHIP 42 SOUTH, RANGE 43, EAST,  
 CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA.

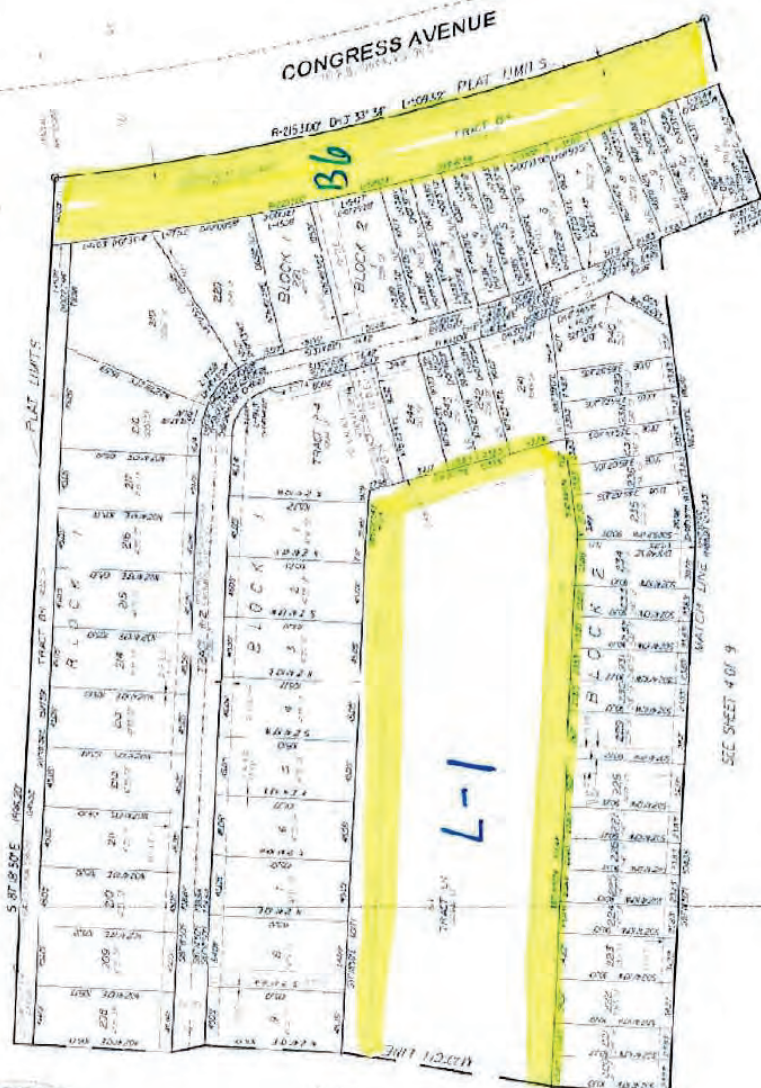


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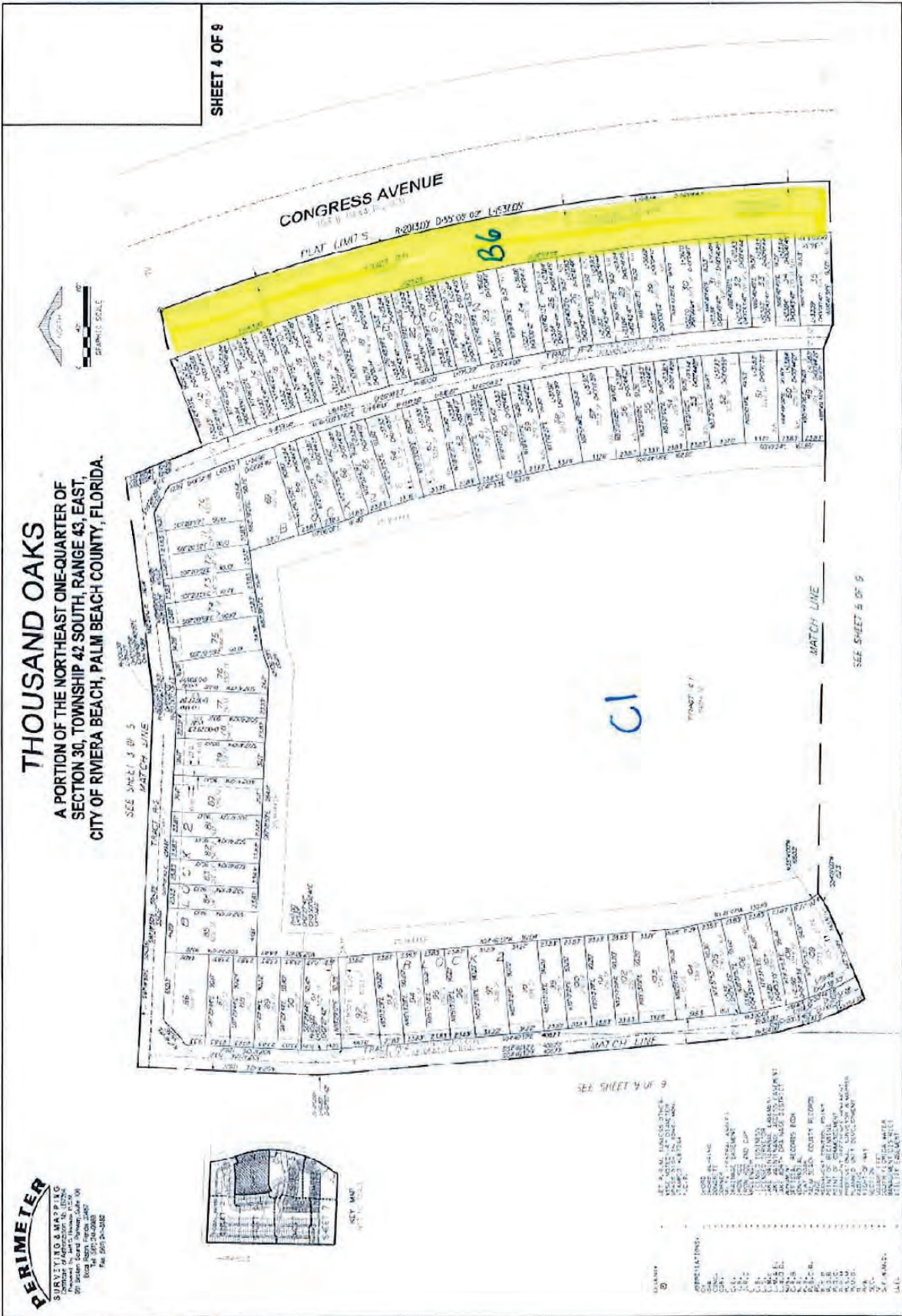
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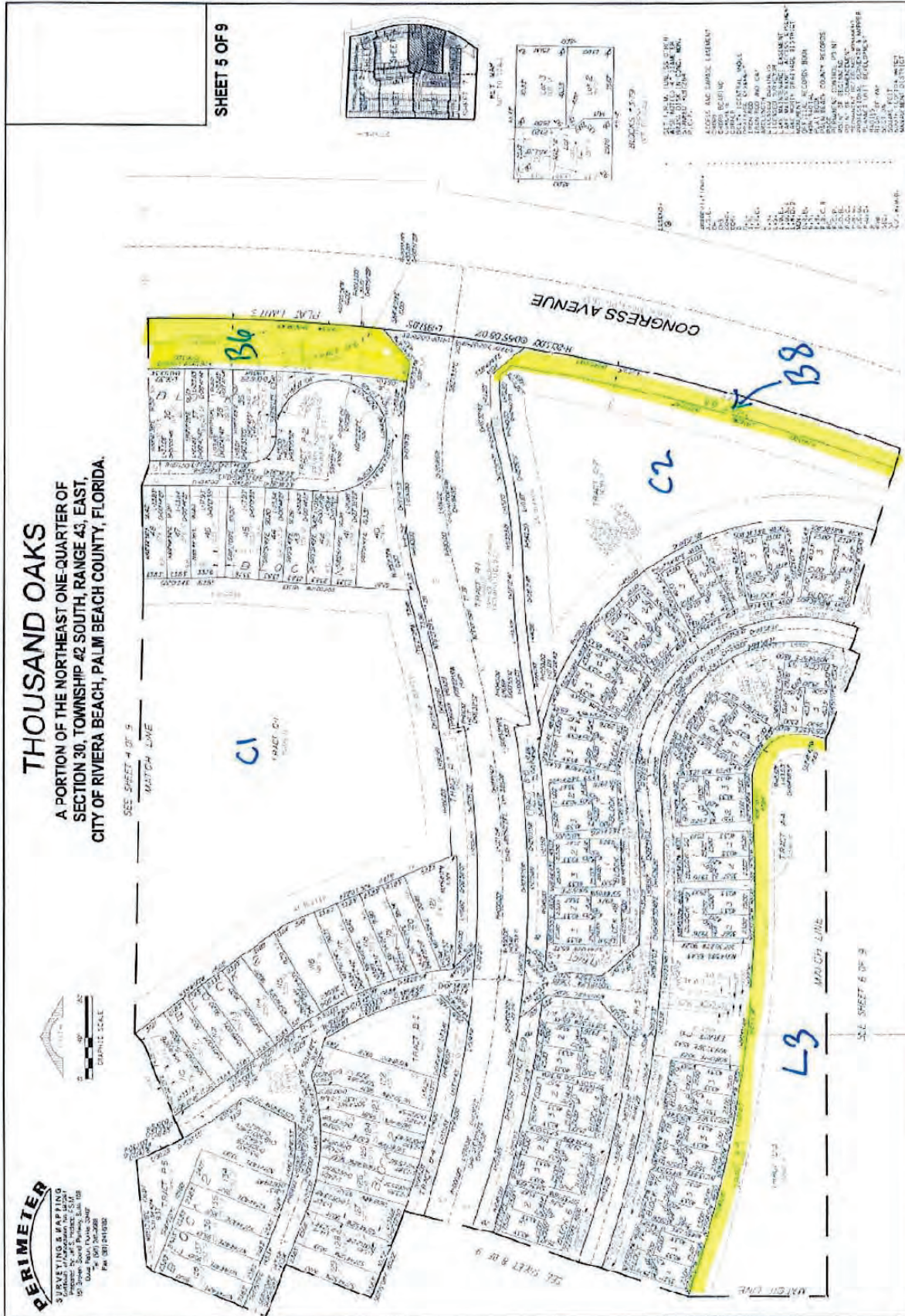
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SEE SHEET 4 OF 9

























**EXHIBIT “B”**  
**MINIMUM LANDSCAPE MAINTENANCE STANDARDS**  
**FOR DISTRICT LANDSCAPE AREAS**

**SECTION 1. GOALS AND OBJECTIVES.**

The following landscape management specifications establishes standards for maintenance of District Landscape Areas. These standards outline an efficient and horticulturally sound program of the highest quality promoting the healthy growth of turf and plant material while ensuring the continual appearance of a well-maintained property.

**SECTION 2. GENERAL CONDITIONS.**

- A. CONTRACTOR shall supply and comply with any approved operational calendar to include frequency and trimming of work throughout the year.
- B. CONTRACTOR’s project supervisor shall on a regular basis provide reports or operations completed and partially completed for facilitating communication and identifying problems.

**SECTION 3. CONTRACTOR PERSONNEL.**

- A. CONTRACTOR shall have an experienced supervisor responsible for and present on the site at all times. The supervisor will have a minimum of three (3) years' experience in landscape management.
- B. CONTRACTOR shall have only professionally-trained personnel on site to perform all functions. They shall be trained in proper horticultural and mechanical procedures to ensure that all operations are performed safely and effectively.
- C. All CONTRACTOR personnel shall be required to wear a clean company uniform, and the supervisory personnel uniform shall be easily distinguished from other personnel.
- D. CONTRACTOR shall not be responsible for the cost of clean-up in the event of an Act of God, hurricanes, storms, floods, etc. This service may be performed at an additional cost as provided in the Agreement between the Association and the District. CONTRACTOR’s personnel will respond no later than forty-eight hours after the event, with proper communication and/or vehicles and equipment to perform emergency requirements.

**SECTION 3. SCOPE OF WORK.**

CONTRACTOR shall provide all necessary labor material equipment and supervisory personnel to properly maintain all developed land areas within the contract limits including shrubs, ground cover, landscape trees, vines and flowers as described.

#### **SECTION 4. LAWN MAINTENANCE CONSIDERATION.**

- A. Mowing, edging, and trimming all turf areas shall be mowed so that no more than 1/3 of the leaf blades are removed per mowing. Mowing shall be with a mulching mower blade, continuously maintained sharp enough to provide a quality cut. Mowing height will be according to grass type and variety. Clippings will be left on the lawn if no readily visible clumps remain on the grass surface thirty-six (36) hours after mowing; otherwise, large clumps of clippings will be distributed by mechanical blowing or collected and removed by CONTRACTOR.
- B. Tree rings, plant beds and all buildings, sidewalks, fences, driveways, parking lots and surfaced areas bordered by grass will be edged every mowing cycle.
- C. Turf around sprinklers heads will be trimmed or treated with non-selective herbicide to not interfere with or intercept water outlets.
- D. CONTRACTOR will be responsible for collecting and removing fallen leaves in the Congress Avenue Buffer Areas to prevent unsightly other buildup detrimental to the vegetation.

#### **SECTION 5. FERTILIZATION, WEED AND PEST CONTROL**

- A. District Landscape Areas lawn areas will be granular fertilized one (1) time per year using a balanced blend of quality commercial fertilizers. All hedges and shrubs will be included at extra cost upon approval by the management representative.
- B. Fertilizer will consist of a minimum of fifty percent (50%) slow-release product that will deliver 1 to 1.5 lbs. of actual nitrogen per 1.000 square feet.
- C. District Landscape Areas will be treated one (1) time per year with atrazine to control broadleaf weeds in the turf. Additional applications may be required, and will be performed at an additional charge upon approval by the management representative after all appropriate attempts have been made to kill weeds.
- D. District Landscape Areas will be treated once per year with Durban to control insects in the turf.
- E. Additional applications may be required and will be performed at an additional charge upon approval by the management representative.
- F. A spot treatment spray program for control of lawns & shrub destroying organisms, including insects and fungus is to be performed AS NEEDED. Spot treatment pertains to treatment of infested areas only.
- G. Regular inspections of landscape & vegetation will be ongoing. All work will be in

response to work orders generated from walk through inspections. The lawns & shrubs will be sprayed to prevent common insects population and fungus (except for system), including without limitation, chinch bugs, army worms, grubs, white flies, caterpillars, fire ant mounds, centipedes, millipedes, hornet and mud dauber nests, and all other types of insects, diseases or growth that causes damage to plants, animals or people. Termites are not included in this contract.

- H. Non-native and invasive plants shall be removed from all District Landscape Areas (including the Congress Avenue Buffers) and disturbed site surface restored.

## **SECTION 6. SHRUB AND FORMAL HEDGE MANAGEMENT.**

- A. This specification shall cover all items of shrub and hedge management.
- B. All shrubs and hedges shall be pruned through the growing season. Care shall be taken not to remove too much of the flowering surface branches when pruning.
- C. Pruning shall include removing dead or diseased wood or wood that is seriously infested with insects, weak wood that is not productive of bloom, excess suckers and shoots, and irregular growth.
- D. Pruned debris shall be collected and removed from District Landscape Areas.

## **SECTION 7. LANDSCAPE TREE MANAGEMENT.**

- A. This section covers landscape tree management. Landscape trees are defined as trees with a caliber of six inches (6") or less when measured twenty-four feet (24') from ground level and palms not exceeding eight feet (8') in height.
- B. CONTRACTOR shall be responsible for normal maintenance, as specified below.
- C. Landscape trees shall be pruned once per month up to a height of eight feet (8') to remove dead or damaged branches and to develop the natural form of the plant. Sucker growth at soil level or below shall be removed.
- D. Pruned debris shall be collected and removed from District Landscape Areas.

## **SECTION 8. IRRIGATION SYSTEMS.**

Irrigation systems will be inspected on monthly basis. Each zone will be checked and adjusted. If needed, repairs or replacements will be performed at CONTRACTOR's expense to correct damage caused by CONTRACTOR. Repairs or replacements for damages not caused by CONTRACTOR exceeding \$300.00 will be presented to the Association's representative for approval before being undertaken.

**EXHIBIT “C”**  
**MINIMUM INSURANCE COVERAGE REQUIREMENTS**

Unless otherwise provided in this Agreement, following is the MINIMUM acceptable insurance to be carried by a District Contractor:

**I. Commercial General Liability:**

(A) Bodily Injury Limit:

|             |                  |
|-------------|------------------|
| \$1,000,000 | Each Occurrence  |
| \$2,000,000 | Annual Aggregate |

Property Damage Limit:

|             |                  |
|-------------|------------------|
| \$1,000,000 | Each Occurrence  |
| \$2,000,000 | Annual Aggregate |

(B) **OR** a Combined Single Limit of Bodily Injury and Property Damage :

|             |                  |
|-------------|------------------|
| \$1,000,000 | Each Occurrence  |
| \$2,000,000 | Annual Aggregate |

(C) The Contractor’s Commercial General Liability shall include Contractual Liability and Products/Completed Operations Liability (may be included in General liability coverage). Claims-made or modified occurrence policies are unacceptable.

**II. Automobile Liability:** Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Association and any Contractor does not own any automobiles, the Auto Liability requirement may be amended if Association or Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

|             |                |
|-------------|----------------|
| \$1,000,000 | Per Occurrence |
|-------------|----------------|

**III. Workers Compensation:**

|                      |             |                       |
|----------------------|-------------|-----------------------|
| Statutory Limits and | \$ 300,000  | Each Accident         |
|                      | \$1,000,000 | Disease-Policy Limit  |
| Employers Liability  | \$1,000,000 | Disease-Each Employee |

**IV. Umbrella Excess Liability Insurance:**

|     |             |                 |
|-----|-------------|-----------------|
| (A) | \$3,000,000 | Each Occurrence |
|-----|-------------|-----------------|

\$3,000,000

Annual Aggregate

- (B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.
- (C) If Scope of Work provides, Association or a Contractor may use umbrella or excess liability to satisfy minimum coverage for General Liability, Auto Liability and Employer's Liability.

V. **Notice of Cancellation:**

The insurance afforded above may not be terminated, reduced, non-renewed or materially changed unless thirty (30) days prior written notice of such termination, reduction, non-renewal or material change is mailed to District (unless terminated for non-payment in which event ten (10) days' notice is required). A new Insurance Certificate may be required.

VI. **Professional Liability (Errors & Omissions) Insurance (if applicable)**

- |     |             |                              |
|-----|-------------|------------------------------|
| (A) | \$1,000,000 | Per Claim                    |
| (B) | \$2,000,000 | Annual Aggregate             |
| (C) | \$25,000    | Maximum Deductible Per Claim |

For policies written on a "Claims Made" basis, the Association or a Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Association or a Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

VII. **Insurance Certificate (COI):**

"Thousand Oaks Community Development District" shall be listed as an additional insured for the Association's and any Contractor's Commercial, Automobile and Umbrella Liability insurance coverage and Certificates of Insurance (COI) reflecting same shall be delivered to Thousand Oaks Community Development District. The Certificates of Insurance shall be maintained on a continuing basis throughout the Term of the Agreement. Association and any Contractor shall provide a new Certificate of Insurance evidencing changes to coverage or the issuance of replacement coverage.

VIII. **Waiver of Subrogation.**

With regard to the policies required to be provided, the Association or any Contractor shall

grant District a waiver of any right to subrogation which any insurer of the Association or any Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Association or any Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

IX. **Policy Endorsement:**

“Thousand Oaks Community Development District” shall be named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Association’s and any Contractor’s Commercial General Liability insurance Policies. The Additional insured Endorsement shall read "Thousand Oaks Community Development, an Independent Special District of the State of Florida, its Officers, Employees and Agents". Association and its contractors shall provide the Additional Insured Endorsements coverage on a primary and non-contributory basis for the policies required by the Agreement (excluding Workers Compensation). A copy of the Association’s and any Contractor’s Policy Endorsement(s) shall be provided to District.

X. **Acceptable Insurers**

At a minimum, Insurers shall have an A. M. Best Rating of A:VII.

XI. **Special Risks or Circumstances for Supplemental Services (if applicable)**

(A) District reserves the right to modify these requirements, including limits, for Supplemental Services or Work, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances involved in a project. If modifications in insurance coverage are required, such modifications will be defined in a written Work Authorization to the Contractor’s General Liability Policy or by separate policy.

(B) **DELETED**

(C) **DELETED**

XII. **Sub-Contractors.**

Unless otherwise provided in the Agreement, Sub-Contractors employed by the Association or any Contractor to perform some portion of the Work shall also provide and continuously maintain the minimum coverage required by this Policy. It shall be the Association’s or Contractor’s responsibility to require and confirm that its Sub-Contractors satisfy these requirements

**EXHIBIT "D"**  
**HUMAN TRAFFICKING AFFIDAVIT (NONGOVERNMENTAL ENTITY)**  
**(Section 787.06(13), Florida Statutes)**

**THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of \_\_\_\_\_ and attest that Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

\_\_\_\_\_  
(Name Signed)

\_\_\_\_\_  
(Name Printed)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is ☐ personally known to me or ☐ has produced \_\_\_\_\_ (Type of Identification) as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Serial Number, if any

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

THIS **AMENDED AND RESTATED** AGREEMENT ("**Agreement**") is made ~~effective~~ this \_\_\_\_\_ day of \_\_\_\_\_, 20**25**, by and between the **THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT**, an **independent special district of the State of Florida** ~~special purpose unit of local government~~ created and existing pursuant to Chapter 190, Florida Statutes ("**District**") and the **THOUSAND OAKS AT CONGRESS MASTER HOMEOWNERS ASSOCIATION, INC.**, a **Florida corporation not-for-profit** ("**Association**"). **District and Association shall hereafter be referred to collectively as the "Parties."**

**RECITALS:**

A. **WHEREAS**, District and Association are both owners of lands within the **planned unit development in the City of Riviera Beach, Florida**, known as THOUSAND OAKS (**the "Development"**); ~~and~~;

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

C. **WHEREAS**, Association is responsible for **and has experience with arranging for and supervising common area landscape** ~~the~~ maintenance and repair **services** ~~of other landscape areas~~ within the Development; ~~and~~;

**WHEREAS**, Association and District desire to utilize the same landscape maintenance contractor **in order to accomplish unification of unify and simplify** oversight responsibilities, ~~and~~ ensure uniform appearance of landscaping throughout the Development **and achieve cost savings through delegation of District's routine landscape maintenance responsibilities to Association**; ~~and~~;

D. \_\_\_\_\_

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

**WHEREAS**, on March 12, 2006, District and Association ~~desire to entered~~ into a certain continuing "**an agreement Agreement for Sharing of Certain Landscape and Irrigation Maintenance Costs**", whereby District funds the maintenance ~~and upkeep~~ of **certain the District Landscape Areas** and Association **accepts shall be** principally responsibility ~~le~~ for **soliciting arranging for and supervising landscapethe landscape** maintenance services; ~~and~~

**WHEREAS**, District and Association have agreed to continue this contractual arrangement as being in their mutual best interest according to the same terms and conditions, except as expressly



modified, revised or amended herein.

F. \_\_\_\_\_

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~~Parties hereto, District and Association agree as follows:

1. **Recitals Confirmed.** The ~~parties confirm that the~~ above-stated recitals are true and correct and are incorporated herein by this reference.

1. \_\_\_\_\_

2. **Maintenance Sub-Contracts and Cost Sharing.**

A. The ~~parties~~Parties acknowledge that it is in the best interest of the residents and property owners in the District ~~that for the District~~ Landscape Areas ~~to be~~ maintained by Association ~~kept~~ in a condition reflecting the high quality of ~~the appearance expected of~~ development within ~~Thousand Oaks Planned Unit 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 District Landscape Areas using, at a minimum, standard landscaping practices and procedures for the type of landscaping installed (e.g., turf grass management, ornamentals, tree trimmings, 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 compensate pay ~~Association for~~ expenses Association incurs ~~incurred~~ in connection with the use, operation, repair and maintenance of the District Landscape Areas (the "Qualified Expenses"). ~~See Exhibit "B" hereto~~ Qualified 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 within of ~~the~~ District Landscape Areas, as defined herein.

D. Unless otherwise expressly agreed in writing, certain of the District's landscape maintenance responsibilities shall not be Association's responsibility and are expressly excluded therefrom, specifically:

- (1) Maintenance of plantings and vegetation within Conservation Tracts C-1 and Conservation C-2 expnse, as shown on the Plat of Thousand

Oaks Planned Unit Development, which are subject to environmental permits and covenants; and

(2) Maintenance of the water bodies within Lake Tracts L-1, L-2, L-3 and L-4, as shown on the Plat of Thousand Oaks Planned Unit Development, or aquatic vegetation therein. Association will maintain the upland grassed perimeters of each lake tract from the tract boundary down to the water line; and

€ (3) Post-hurricane or storm event cleanup or response to similar extraordinary events. In the event Association concludes that post-emergency clean-up of District Landscape Areas is required, Association shall notify District of such need and the estimated cost of such additional services. If District authorizes emergency services in writing, the additional cost may be added to Association's monthly payment request.

3. **District's Review of Proposals.** Within seven (7) days after Association receives a proposal for landscape and/or irrigation maintenance services ~~that includes for lands within the Development including maintenance of the District the~~ Landscape Areas, Association shall provide a copy of the proposal to District for review. If District objects to the proposal in any respect in writing, 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. **CompensationPayment.** As compensation for its services, District shall pay Association an annual lump sum amount of SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00), make-payable in four (4) equal quarterly payments or twelve (12) equal monthly installments 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. of FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$5,250.00). The amount of annual compensation may be reviewed by District in every fourth year following the Effective Date of this Agreement upon receipt of a written request from Association received no later than March 1 in order to conform to District's annual budget schedule. If approved, a change in compensation will take effect on October 1, the beginning of District's Fiscal Year.

4. ~~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 upon request, its books and records regarding with respect to the Expenses maintenance of District Landscape Areas. ~~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. Dispute Resolution.** In the event a dispute arises between District and Association that cannot be resolved administratively, the District's Board of Supervisors and Association's Board of Director's shall each promptly appoint a member to meet to discuss a mutually satisfactory settlement. If a proposed agreement is reached, the members' recommendations shall be presented to their respective Board's for confirmation at their next available Meeting. The agreed settlement shall be confirmed by District in the form of a Resolution which shall be maintained in the District's Official Minutes.

**7. Continuing Contract; Termination.**

**A.** ~~Unless sooner terminated or amended as provided herein, the Parties The District and Association intend that this Agreement shall be automatically renewed, upon the same terms, as provided in Section 15.~~

**5.B.** ~~Either Party shall each have the right to terminate this Agreement upon thirty (90) days written notice with or without cause.~~ ~~Association shall ensure that all contracts with persons or entities performing work in the District Landscape Areas contain a provision that such contract may be terminated, at least as to the work being performed in the District 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 pending matters outstanding as of the date of termination.~~

**8. Insurance.** Association shall comply with District's Minimum Insurance Coverage Requirements, as provided in the attached EXHIBIT "C". Association shall assure these requirements ensure that the following language is are included in all contracts with persons or entities performing work providing landscape maintenance services in the District Landscape Areas:

~~(1) "Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain: 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."~~

**9. ~~8.~~ Indemnification.** Association shall ensure that the following language is included in all contracts with persons or entities providing performing work landscape maintenance services in the District Landscape Areas:

"Contractor agrees to indemnify and hold harmless the Thousand Oaks Community Development District and its Supervisors, 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 Disttict Landscape Areas which does not include such provision, Association agrees to indemnify and hold harmless District and its Supervisors, 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.

**-910. Negotiation at Arm's Length.** This Agreement has been negotiated fully between the partiesParties as an arms-length transaction. The PartiesParties 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 PartiesParties are deemed

to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any ~~Party~~Party.

**110. 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~~Parties hereto.

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

**132. 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~~Parties, as follows:

A. If to Association: Thousand Oaks ~~at Congress Master Homeowners~~  
Association, ~~Inc.~~  
1034 Center Stone Lane  
Riviera Beach, FL 33404

~~A.~~

B. If to District: Thousand Oaks Community Development District  
~~Cc~~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~~

**143. Applicable Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.  
Venue shall be in a court of competent jurisdiction in Palm Beach County, Florida.

**16.15. Term; Renewal.** This Agreement shall become effective as of the date of execution by the last signing ~~party~~Party, and remain in effect until September 30, ~~2009~~2028. Thereafter, The Agreement shall automatically renew annually on October 1, unless ~~otherwise sooner~~ terminated by either ~~party~~Party in accordance with this Agreement.

16. Enforcement. A default by either ~~party~~Party under this Agreement shall entitle the other ~~party~~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.

~~17.~~\_\_\_\_\_

~~18.~~17. 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~~Party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, each Party shall be responsible for their own fees and costs. ~~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.~~

~~19.~~\_\_\_\_\_ Assignment. This Agreement may not be assigned, in whole or in part, by either ~~party~~Party without the prior written consent of the other. Any purported assignment without such approval shall be void.

18.\_\_\_\_\_

~~20.~~\_\_\_\_\_ Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of sovereign 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~~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 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~~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~~party not a formal ~~party~~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~~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~~Parties hereto and their respective representatives, successors and assigns.

20.\_\_\_\_\_

~~21.~~\_\_\_\_\_

210 Entire Agreement. This Agreement constitutes the entire agreement between the ~~parties~~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, waived or modified unless the same is set forth in writing and signed by each of the ~~parties~~Parties to this Agreement, or their respective successors or assigns.

224. 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 ~~aa~~acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

23. Independent Contractor Status. The Parties acknowledge and agree that Association and any contractor retained by Association to maintain the Property is being retained as an independent contractor and is not, and shall not for any purpose be considered, District employees. The Parties stipulate that this is an Agreement to reimburse certain landscape maintenance expenses and not an employment contract. It does not create employer/employee or principal/agent relationships, nor will such relationships be created by reason of Association's performance of the services herein specified.

24. Public Records. Association shall comply with the applicable provisions of Section 119.0701, Florida Statutes (Public Records), as follows:

A. IF ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT DISTRICT RECORDS CUSTODIAN, THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT, C/O SPECIAL DISTRICT SERVICES, INC AT 561-630-4922, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 3410

B. Specifically, Association shall:

- (1) Keep and maintain public records required by District to provide the landscape maintenance services to District identified herein
- (2) Upon request from District's custodian of public records, provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S. or as otherwise provided by law or District Policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Association does not transfer the records to District.

(4) Upon completion of the contract, transfer, at no cost, to the District all public records in Association's possession or keep and maintain public records required by the District to provide Authorized Recreation Services. If Association transfers all public records to District upon completion of the contract, Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Association keeps and maintains public records upon completion of the contract, Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District upon request from District's custodian of public records, in a format that is compatible with District's information technology systems.

25. **Inspector General.** Association understands and shall comply and cooperate with the requirements of the Inspectors General of the State of Florida in any investigation, audit, inspection, review, or hearing conducted pursuant to §20.055, F.S. or otherwise by law.

26. **E-Verify.** Association warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. Association and acknowledges that commencing January 1, 2021, DISTRICT, as a public employer, is subject to the E-Verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if DISTRICT has a good faith belief: (a) that Association has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for Association under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, DISTRICT shall promptly notify Association and order Association to immediately terminate its agreement with said subcontractor as to this contract. Association shall be liable for any additional costs incurred by DISTRICT as a result of the termination of the contract based on Association's failure to comply with E-Verify requirements referenced herein.

27. **Human Trafficking Affidavit.** Association warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Association shall execute the "Nongovernmental Entity Human Trafficking Affidavit", which is attached hereto as **Exhibit "D"** and incorporated herein by this reference.

28. **Effective Date.** This Contract will be effective on the date the last Party executes.

**SIGNATURES BEGIN ON FOLLOWING PAGE**



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~~ on the dates hereafter written.

Executed by **DISTRICT** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT, an independent special district of the State of Florida

\_\_\_\_\_  
Secretary

[District Seal]

\_\_\_\_\_  
By: \_\_\_\_\_  
Rance Gaede  
Its: Chair

\_\_\_\_\_  
Executed by **ASSOCIATION** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST: \_\_\_\_\_

THOUSAND OAKS AT CONGRESS MASTER ASSOCIATION, INC., a Florida corporation Not-for-profit

\_\_\_\_\_  
Secretary

[Corporate Seal]

By: \_\_\_\_\_  
[Name Signed]  
\_\_\_\_\_  
[Name Printed]

Its: President

|

|

EXHIBIT “A”  
**THE “DISTRICT LANDSCAPE AREAS”**

A PORTION OF THE NORTHEAST ONE-QUARTER OF  
SECTION 30, TOWNSHIP 42 SOUTH, RANGE 43, EAST,  
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA.

**CANAL RW**  
(O.R.2, 501, PG. 321)

PLAT LIMITS



SEE SHEET 3 OF 9

SEE SHEET 9 OF 9

[illegible]

**SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT C-17 CANAL**

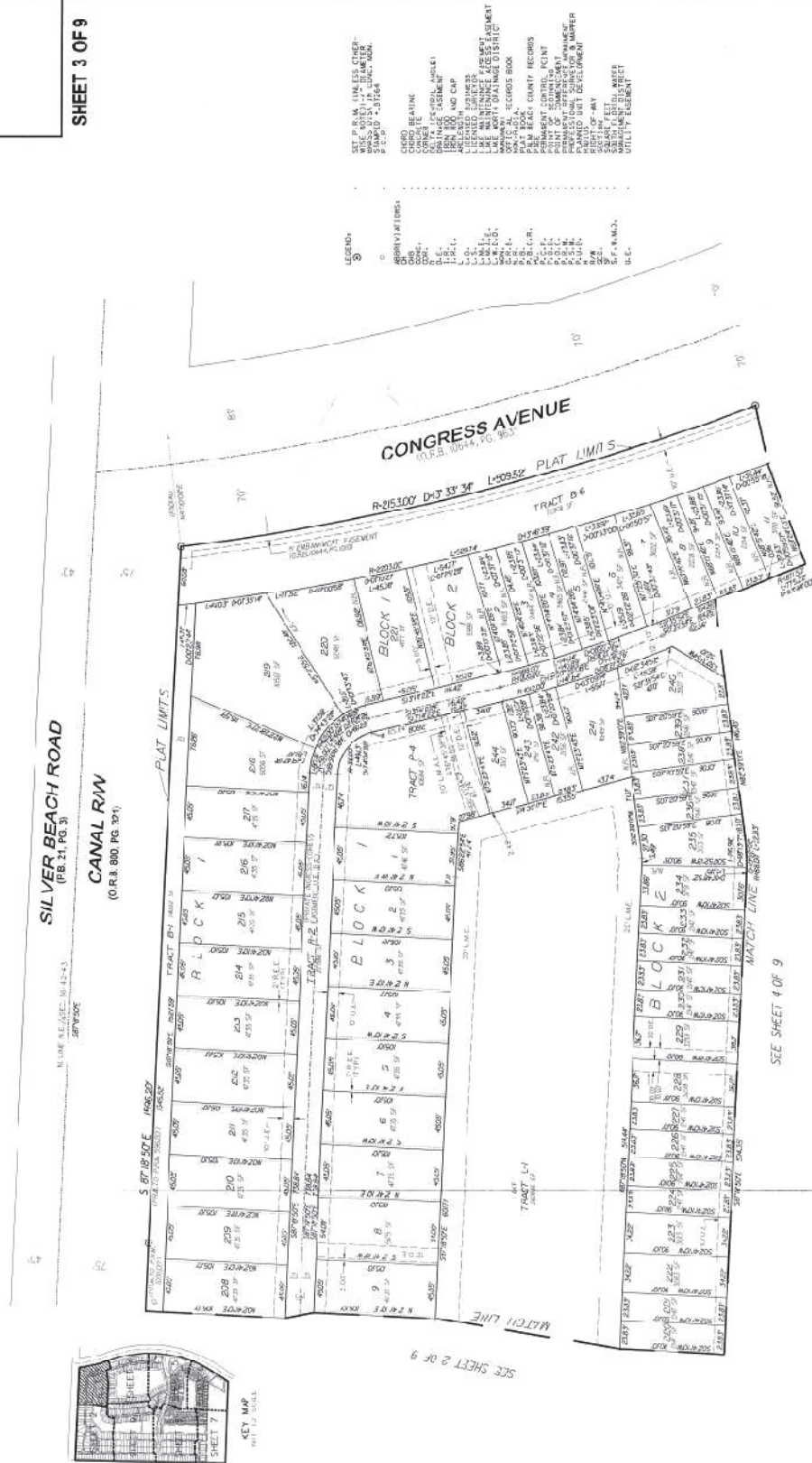
KEY MAP  
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A PORTION OF THE NORTHEAST ONE-QUARTER OF  
SECTION 30, TOWNSHIP 42 SOUTH, RANGE 43, EAST,  
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA.

**PERIMETER**  
SURVEYING & MAPPING  
Certified Professional Surveyors  
Prepared by: Jeff S. Hodson, P.S.M.  
651 Riverside Parkway Suite 104  
Boca Raton, Florida 33487  
Tel: (561) 241-0045  
Fax: (561) 241-5396



**SHEET 3 OF 9**

















25-0428

**SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT C-17 CANAL**  
1320 K/W, P/LC K/W, MAP C-17-3, 9/11/75



A PORTION OF THE NORTHEAST ONE-QUARTER OF  
SECTION 30, TOWNSHIP 42 SOUTH, RANGE 43, EAST,  
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA.

[illegible]

SEE SHEET 2 OF 9

MATCH LINE ———

**SHEET 9 OF 9**

SEE SHEET 3 OF 9

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TRACT P-1

MATCH

SFF SHEET 8 OF 9

**SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT C-17 CANAL**

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KEY MAP

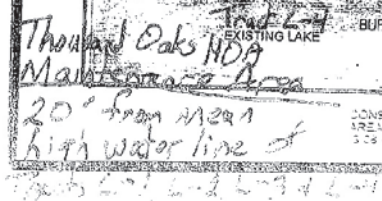
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25-0428

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**EXHIBIT A**  
**("Landscape Areas")**



**EXHIBIT “B”**  
**MINIMUM LANDSCAPE MAINTENANCE STANDARDS**  
**FOR DISTRICT LANDSCAPE AREAS**

**SECTION 1. GOALS AND OBJECTIVES.**

The following landscape management specifications establishes standards for maintenance of District Landscape Areas. These standards outline an efficient and horticulturally sound program of the highest quality promoting the healthy growth of turf and plant material while ensuring the continual appearance of a well-maintained property.

**SECTION 2. GENERAL CONDITIONS.**

- A. CONTRACTOR shall supply and comply with any approved operational calendar to include frequency and trimming of work throughout the year.
- B. CONTRACTOR’s project supervisor shall on a regular basis provide reports or operations completed and partially completed for facilitating communication and identifying problems.

**SECTION 3. CONTRACTOR PERSONNEL.**

- A. CONTRACTOR shall have an experienced supervisor responsible for and present on the site at all times. The supervisor will have a minimum of three (3) years' experience in landscape management.
- B. CONTRACTOR shall have only professionally-trained personnel on site to perform all functions. They shall be trained in proper horticultural and mechanical procedures to ensure that all operations are performed safely and effectively.
- C. All CONTRACTOR personnel shall be required to wear a clean company uniform, and the supervisory personnel uniform shall be easily distinguished from other personnel.
- D. CONTRACTOR shall not be responsible for the cost of clean-up in the event of an Act of God, hurricanes, storms, floods, etc. This service may be performed at an additional cost as provided in the Agreement between the Association and the District. CONTRACTOR’s personnel will respond no later than forty-eight hours after the event, with proper communication and/or vehicles and equipment to perform emergency requirements.

**SECTION 3. SCOPE OF WORK.**

CONTRACTOR shall provide all necessary labor material equipment and supervisory personnel to properly maintain all developed land areas within the contract limits including shrubs, ground cover, landscape trees, vines and flowers as described.



#### **SECTION 4. LAWN MAINTENANCE CONSIDERATION.**

- A. Mowing, edging, and trimming all turf areas shall be mowed so that no more than 1/3 of the leaf blades are removed per mowing. Mowing shall be with a mulching mower blade, continuously maintained sharp enough to provide a quality cut. Mowing height will be according to grass type and variety. Clippings will be left on the lawn if no readily visible clumps remain on the grass surface thirty-six (36) hours after mowing; otherwise, large clumps of clippings will be distributed by mechanical blowing or collected and removed by CONTRACTOR.
- B. Tree rings, plant beds and all buildings, sidewalks, fences, driveways, parking lots and surfaced areas bordered by grass will be edged every mowing cycle.
- C. Turf around sprinklers heads will be trimmed or treated with non-selective herbicide to not interfere with or intercept water outlets.
- D. CONTRACTOR will be responsible for collecting and removing fallen leaves in the Congress Avenue Buffer Areas to prevent unsightly other buildup detrimental to the vegetation.

#### **SECTION 5. FERTILIZATION, WEED AND PEST CONTROL**

- A. District Landscape Areas lawn areas will be granular fertilized one (1) time per year using a balanced blend of quality commercial fertilizers. All hedges and shrubs will be included at extra cost upon approval by the management representative.
- B. Fertilizer will consist of a minimum of fifty percent (50%) slow-release product that will deliver 1 to 1.5 lbs. of actual nitrogen per 1.000 square feet.
- C. District Landscape Areas will be treated one (1) time per year with atrazine to control broadleaf weeds in the turf. Additional applications may be required, and will be performed at an additional charge upon approval by the management representative after all appropriate attempts have been made to kill weeds.
- D. District Landscape Areas will be treated once per year with Durban to control insects in the turf.
- E. Additional applications may be required and will be performed at an additional charge upon approval by the management representative.
- F. A spot treatment spray program for control of lawns & shrub destroying organisms, including insects and fungus is to be performed AS NEEDED. Spot treatment pertains to treatment of infested areas only.
- G. Regular inspections of landscape & vegetation will be ongoing. All work will be in

response to work orders generated from walk through inspections. The lawns & shrubs will be sprayed to prevent common insects population and fungus (except for system), including without limitation, chinch bugs, army worms, grubs, white flies, caterpillars, fire ant mounds, centipedes, millipedes, hornet and mud dauber nests, and all other types of insects, diseases or growth that causes damage to plants, animals or people. Termites are not included in this contract.

H. Non-native and invasive plants shall be removed from all District Landscape Areas (including the Congress Avenue Buffers) and disturbed site surface restored.

## **SECTION 6. SHRUB AND FORMAL HEDGE MANAGEMENT.**

A. This specification shall cover all items of shrub and hedge management.

B. All shrubs and hedges shall be pruned through the growing season. Care shall be taken not to remove too much of the flowering surface branches when pruning.

C. Pruning shall include removing dead or diseased wood or wood that is seriously infested with insects, weak wood that is not productive of bloom, excess suckers and shoots, and irregular growth.

D. Pruned debris shall be collected and removed from District Landscape Areas.

## **SECTION 7. LANDSCAPE TREE MANAGEMENT.**

A. This section covers landscape tree management. Landscape trees are defined as trees with a caliber of six inches (6") or less when measured twenty-four feet (24') from ground level and palms not exceeding eight feet (8') in height.

B. CONTRACTOR shall be responsible for normal maintenance, as specified below.

C. Landscape trees shall be pruned once per month up to a height of eight feet (8') to remove dead or damaged branches and to develop the natural form of the plant. Sucker growth at soil level or below shall be removed.

D. Pruned debris shall be collected and removed from District Landscape Areas.

## **SECTION 8. IRRIGATION SYSTEMS.**

Irrigation systems will be inspected on monthly basis. Each zone will be checked and adjusted. If needed, repairs or replacements will be performed at CONTRACTOR's expense to correct damage caused by CONTRACTOR. Repairs or replacements for damages not caused by CONTRACTOR exceeding \$300.00 will be presented to the Association's representative for approval before being undertaken.



## 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><b>Spraying and Fertilization – Lawns</b></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><b>Spraying Pest Control and Fertilization – Shrubs and Trees</b></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    | <del>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.</del>                  | <del>As Required</del> |
| 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            |

|

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**EXHIBIT "C"**  
**MINIMUM INSURANCE COVERAGE REQUIREMENTS**

Unless otherwise provided in this Agreement, following is the MINIMUM acceptable insurance to be carried by a District Contractor:

**I. Commercial General Liability:**

(A) Bodily Injury Limit:

|                    |                         |
|--------------------|-------------------------|
| <u>\$1,000,000</u> | <u>Each Occurrence</u>  |
| <u>\$2,000,000</u> | <u>Annual Aggregate</u> |

Property Damage Limit:

|                    |                         |
|--------------------|-------------------------|
| <u>\$1,000,000</u> | <u>Each Occurrence</u>  |
| <u>\$2,000,000</u> | <u>Annual Aggregate</u> |

(B) **OR** a Combined Single Limit of Bodily Injury and Property Damage :

|                    |                         |
|--------------------|-------------------------|
| <u>\$1,000,000</u> | <u>Each Occurrence</u>  |
| <u>\$2,000,000</u> | <u>Annual Aggregate</u> |

(C) The Contractor's Commercial General Liability shall include Contractual Liability and Products/Completed Operations Liability (may be included in General liability coverage). Claims-made or modified occurrence policies are unacceptable.

**II. Automobile Liability:** Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Association and any Contractor does not own any automobiles, the Auto Liability requirement may be amended if Association or Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

|                    |                       |
|--------------------|-----------------------|
| <u>\$1,000,000</u> | <u>Per Occurrence</u> |
|--------------------|-----------------------|

**III. Workers Compensation:**

|                             |                    |                              |
|-----------------------------|--------------------|------------------------------|
| <u>Statutory Limits and</u> | <u>\$ 300,000</u>  | <u>Each Accident</u>         |
|                             | <u>\$1,000,000</u> | <u>Disease-Policy Limit</u>  |
| <u>Employers Liability</u>  | <u>\$1,000,000</u> | <u>Disease-Each Employee</u> |

**IV. Umbrella Excess Liability Insurance:**

|                        |                        |
|------------------------|------------------------|
| <u>(A) \$3,000,000</u> | <u>Each Occurrence</u> |
|------------------------|------------------------|

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|             |                  |
|-------------|------------------|
| \$3,000,000 | Annual Aggregate |
|-------------|------------------|

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(B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

(C) If Scope of Work provides, Association or a Contractor may use umbrella or excess liability to satisfy minimum coverage for General Liability, Auto Liability and Employer's Liability.

**V. Notice of Cancellation:**

The insurance afforded above may not be terminated, reduced, non-renewed or materially changed unless thirty (30) days prior written notice of such termination, reduction, non-renewal or material change is mailed to District (unless terminated for non-payment in which event ten (10) days' notice is required). A new Insurance Certificate may be required.

**VI. Professional Liability (Errors & Omissions) Insurance (if applicable)**

---

|     |             |                              |
|-----|-------------|------------------------------|
| (A) | \$1,000,000 | Per Claim                    |
| (B) | \$2,000,000 | Annual Aggregate             |
| (C) | \$25,000    | Maximum Deductible Per Claim |

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For policies written on a "Claims Made" basis, the Association or a Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Association or a Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

**VII. Insurance Certificate (COI):**

"Thousand Oaks Community Development District" shall be listed as an additional insured for the Association's and any Contractor's Commercial, Automobile and Umbrella Liability insurance coverage and Certificates of Insurance (COI) reflecting same shall be delivered to Thousand Oaks Community Development District. The Certificates of Insurance shall be maintained on a continuing basis throughout the Term of the Agreement. Association and any Contractor shall provide a new Certificate of Insurance evidencing changes to coverage or the issuance of replacement coverage.

**VIII. Waiver of Subrogation.**

With regard to the policies required to be provided, the Association or any Contractor shall

grant District a waiver of any right to subrogation which any insurer of the Association or any Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Association or any Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

**IX. Policy Endorsement:**

“Thousand Oaks Community Development District” shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Association’s and any Contractor’s Commercial General Liability insurance Policies. The Additional insured Endorsement shall read "Thousand Oaks Community Development, an Independent Special District of the State of Florida, its Officers, Employees and Agents". Association and its contractors shall provide the Additional Insured Endorsements coverage on a primary and non-contributory basis for the policies required by the Agreement (excluding Workers Compensation). A copy of the Association’s and any Contractor’s Policy Endorsement(s) shall be provided to District.

**X. Acceptable Insurers**

At a minimum, Insurers shall have an A. M. Best Rating of A:VII.

**XI. Special Risks or Circumstances for Supplemental Services (if applicable)**

(A) District reserves the right to modify these requirements, including limits, for Supplemental Services or Work, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances involved in a project. If modifications in insurance coverage are required, such modifications will be defined in a written Work Authorization to the Contractor’s General Liability Policy or by separate policy.

(B) DELETED

(C) DELETED

**XII. Sub-Contractors.**

Unless otherwise provided in the Agreement, Sub-Contractors employed by the Association or any Contractor to perform some portion of the Work shall also provide and continuously maintain the minimum coverage required by this Policy. It shall be the Association’s or Contractor’s responsibility to require and confirm that its Sub-Contractors satisfy these requirements

**EXHIBIT "D"**

**HUMAN TRAFFICKING AFFIDAVIT (NONGOVERNMENTAL ENTITY)**  
**(Section 787.06(13), Florida Statutes)**

**THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of \_\_\_\_\_ and attest that Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

\_\_\_\_\_  
(Name Signed)

\_\_\_\_\_  
(Name Printed)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

-  
The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is ☐ personally known to me or ☐ has produced \_\_\_\_\_ (Type of Identification) as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Serial Number, if any





Thousand Oaks  
Community Development District

**Financial Report For  
April 2025**

**THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
APRIL 2025**

|   | <b>Annual<br/>Budget<br/>10/1/24 - 9/30/25</b> | <b>Actual<br/>Apr-25</b> | <b>Year<br/>To Date<br/>Actual<br/>10/1/24 - 4/30/25</b> |
|---|--|--------------------------|--|
| <b>REVENUES</b>   |  |                          |  |
| O & M ASSESSMENTS   | 259,627  | 8,221                    | 252,392  |
| DEBT ASSESSMENTS (SERIES 2016 A1)   | 367,957  | 11,857                   | 358,142  |
| DEBT ASSESSMENTS (SERIES 2016 A2)   | 94,511   | 3,046                    | 92,011   |
| OTHER REVENUES  | 0  | 0                        | 1  |
| INTEREST INCOME   | 420  | 0                        | 5,996  |
| <b>Total Revenues</b>   | <b>\$ 722,515</b>                              | <b>\$ 23,124</b>         | <b>\$ 708,542</b>  |
| <b>EXPENDITURES</b>   |  |                          |  |
| SUPERVISOR FEES   | 12,000   | 1,000                    | 6,800  |
| PAYROLL TAXES   | 960  | 77                       | 520  |
| AQUATIC/STORMWATER MANAGEMENT   | 30,000   | 900                      | 17,840   |
| LAWN/LANDSCAPE MANAGEMENT   | 46,715   | 6,314                    | 32,870   |
| WETLAND PRESERVE BUFFER MAINTENANCE   | 10,800   | 0                        | 0  |
| MAINTENANCE CONTINGENCY (TREE TRIMMING, FOUNTAINS, FOUNTAINS REPAIRS, ETC.) | 85,000   | 6,706                    | 34,706   |
| ENGINEERING/INSPECTIONS/REPORTS   | 6,000  | 0                        | 318  |
| MANAGEMENT  | 38,124   | 3,177                    | 22,239   |
| SECRETARIAL   | 4,200  | 350                      | 2,450  |
| LEGAL   | 12,000   | 0                        | 5,380  |
| ASSESSMENT ROLL   | 8,000  | 0                        | 0  |
| AUDIT FEES  | 3,500  | 0                        | 0  |
| ARBITRAGE REBATE FEE  | 1,300  | 0                        | 1,300  |
| INSURANCE   | 6,900  | 0                        | 7,491  |
| LEGAL ADVERTISING   | 1,300  | 0                        | 0  |
| MISCELLANEOUS   | 1,900  | 57                       | 546  |
| POSTAGE   | 500  | 0                        | 70   |
| OFFICE SUPPLIES   | 1,075  | 31                       | 403  |
| DUES & SUBSCRIPTIONS  | 175  | 0                        | 175  |
| TRUSTEE FEES  | 3,600  | 0                        | 3,500  |
| TRAVEL  | 10,000   | 0                        | 0  |
| WEBSITE MANAGEMENT  | 1,500  | 125                      | 875  |
| ELECTRICITY - FOUNTAINS   | 0  | 0                        | 197  |
| <b>Total Expenditures</b>   | <b>\$ 285,549</b>                              | <b>\$ 18,737</b>         | <b>\$ 137,680</b>  |
| <b>REVENUES LESS EXPENDITURES</b>   | <b>\$ 436,966</b>                              | <b>\$ 4,387</b>          | <b>\$ 570,862</b>  |
| PAYMENT TO TRUSTEE (A1)   | (345,880)                                      | (11,729)                 | (341,272)  |
| PAYMENT TO TRUSTEE (A2)   | (88,840)                                       | (3,013)                  | (87,677)   |
| <b>BALANCE</b>  | <b>\$ 2,246</b>                                | <b>\$ (10,355)</b>       | <b>\$ 141,913</b>  |
| COUNTY APPRAISER & TAX COLLECTOR FEE  | (14,442)                                       | (17)                     | (8,032)  |
| DISCOUNTS FOR EARLY PAYMENTS  | (28,884)                                       | (231)                    | (26,331)   |
| <b>EXCESS/ (SHORTFALL)</b>  | <b>\$ (41,080)</b>                             | <b>\$ (10,603)</b>       | <b>\$ 107,550</b>  |
| CARRYOVER FROM PRIOR YEAR   | 41,080   | 0                        | 0  |
| <b>NET EXCESS/ (SHORTFALL)</b>  | <b>\$ -</b>                                    | <b>\$ (10,603)</b>       | <b>\$ 107,550</b>  |

|  |                      |
|--|----------------------|
| <b>Bank Balance As Of 4/30/25</b>        | <b>\$ 386,518.35</b> |
| <b>Accounts Payable As Of 4/30/25</b>    | <b>\$ 28,409.00</b>  |
| <b>Accounts Receivable As Of 4/30/25</b> | <b>\$ -</b>          |
| <b>Available Funds As Of 4/30/25</b>     | <b>\$ 358,109.35</b> |