



*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  
AUGUST 11, 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**  
August 11, 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
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- 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
    - a. Discussion: Clarify and Confirm Direction to Outside Counsel Regarding Logo Trademark...Page 6
  - 4. Update on Approved “Amended and Restated Agreement for Sharing Landscape and Irrigation Maintenance Costs” with Thousand Oaks at Congress Master Association, Inc.
  - 5. Update on Beautification on Congress (along fence line).....Page 18
  - 6. Update on Evaluation Tool of Districts Vendors – Malachi Knowles
  - 7. Update on Cleanup of Preserve Landscape Bed (Drainage Maintenance & Repair) in Front of 1000 Centerstone
  - 8. Update on Annual Retreat – Malachi Knowles
- I. New Business
  - 1. Discussion Regarding a Call in Number for Residents to Attend Meeting
  - 2. Discussion Regarding How Districts Funds can be Utilized
- J. Administrative Matters
  - 1. Financial Report.....Page 27
- 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  
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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  
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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  
PUBLIC HEARING & REGULAR BOARD MEETING  
JULY 14, 2025**

**A. CALL TO ORDER**

The July 14, 2025, Regular Board Meeting of the Thousand Oaks Community Development District (the “District”) was called to order at 4:15 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 (via phone) 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 were the following District residents: Brian Gruber and Ann Williams.

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

A **motion** was made by Mr. Knowles, seconded by Mr. Towns and passed unanimously approving a revised agenda to include under New Business, the item entitled: Update on “Amended and Restated Agreement for Sharing Landscape and Irrigation Maintenance Costs” with Thousand Oaks at Congress Master Association, Inc. to “Amended and Restated Agreement for Sharing Landscape and Irrigation Maintenance Costs” with Thousand Oaks at Congress Master Association, Inc.

**F. APPROVAL OF MINUTES**

**1. June 9, 2025, Regular Board Meeting**

A **motion** was made by Mr. Knowles, seconded by Mr. Towns and unanimously passed approving the minutes of the June 9, 2025, Regular Board Meeting, as presented.

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

Ms. Williams noted that her name was incorrect in the meeting minutes. They showed Sandy Williams, and it should be Ann Williams. Ms. Williams also mentioned that the last time she asked if a number could

be available for residents to call into the meeting. Mr. Gaede asked that this be added to the agenda for the next meeting.

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

## **H. PUBLIC HEARING**

### **1. Proof of Publication**

Proof of publication was presented that notice of the Public Hearing had been published in *The Palm Beach Post* on June 24, 2025, and July 1, 2025, as legally required.

### **2. Receive Public Comment on Fiscal Year 2025/2026 Final Budget**

There were no comments regarding the Fiscal Year 2025/2026 Final Budget.

### **3. Consider Resolution No. 2025-02 – Adopting a Fiscal Year 2025/2026 Final Budget**

Resolution No. 2025-02 was presented, entitled:

#### **RESOLUTION NO. 2025-02**

#### **A RESOLUTION OF THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2025/2026 BUDGET.**

A motion was made by Mr. Knowles, seconded by Mr. Towns and passed unanimously adopting Resolution No. 2025-02, as presented.

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

## **I. OLD BUSINESS**

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

Ms. Bethel directed the Board to review three proposals from BrightView.

A **motion** was made by Mr. Jackson, seconded by Mr. Knowles and unanimously passed approving BrightView's proposal to Install Plant to Cover Lake Pump Clock Next to 2218 Oakmont Drive in the amount of \$403.41, as presented.

A **motion** was made by Mr. Towns, seconded by Mr. Knowles and unanimously passed approving BrightView's proposal to Replace Sod Behind House 2220 Oakmont Drive in the amount of \$461.02, as presented.

Mr. Towns mentioned that BrightView needs to highlight the type of grass in the proposals.

Mr. Jackson noted that BrightView needs to make sure the grass matches what was installed at the current location.

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

Ms. Bethel stated that there were no updates regarding the golf cart. Mr. Gaede stated that maybe they could cut the price or try a government auction. Mr. Knowles stated that maybe the golf cart could be donated. Mr. Palen stated that there were limits to whom it can be donated.

A **motion** was made by Mr. Jackson, seconded by Mr. Knowles and passed unanimously to lower the price of the golf cart to \$7,000, accepting nothing lower than \$6,000 and which sale is contingent upon the approval of legal counsel.

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

Mr. Palen stated that he had been in communication with Mr. Poropat to get this completed.

### **4. Consider Amended and Restated Agreement for Sharing Landscape and Irrigation Maintenance Costs with Thousand Oaks' at Congress Master Association, Inc.**

Mr. Palen stated that he had made the recommended changes that the HOA requested and went over those changes with the Board. Mr. Palen also reminded the Board that the HOA requested retro pay from when the amendment was approved back in February.

A **motion** was made by Mr. Towns, seconded by Mr. Knowles and unanimously passed approving the revised Amended and Restated Agreement for Sharing Landscape and Irrigation Maintenance Costs with Thousand Oaks at Congress Master Association, Inc.

### **5. Update on Beautification on Congress (along fence line)**

Mr. Jackson gave an update on his meetings with the vendors. The Board discussed the proposals presented and decided to table this item for further discussion at the next meeting.

### **6. Update on Evaluation Tool of District Vendors – Malachi Knowles**

Mr. Knowles stated that he was in contact with a vendor to assist in creating the document.

## **J. NEW BUSINESS**

### **1. Consider Resolution No. 2025-03 – Adopting a Fiscal Year 2025/2026 Meeting Schedule**

Resolution No. 2025-03 was presented, entitled:

#### **RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Towns, seconded by Mr. Jackson adopting Resolution No. 2025-03, as presented. Upon being put to a vote, the **motion** carried 4 to 1 with Mr. Knowles dissenting.

### **2. Annual Retreat – Malachi Knowles**

Mr. Knowles indicated that he wanted to throw this back on the table as it had been previously discussed but no action was ever taken. Mr. Gaede asked Mr. Bethel to find out if other districts have done something similar and if so, to bring it back for discussion at a later date.

### **3. Clean Up of Preserve Area by 1000 Center Stone**

Mr. Jackson updated the Board on BrightView's proposal.

Following discussion, a **motion** was made by Mr. Towns, seconded by Mr. Knowles and unanimously passed approving BrightView's proposal in the amount of \$5,693.44 for the cleanup of the Preserve landscape bed in front of 1000 Center Stone, as presented.

## **K. ADMINISTRATIVE MATTERS**

### **1. Financial Report**

Ms. Bethel advised that during her meeting with Mr. Jackson she was asked to coordinate with the District Engineer to have them inspect the manholes and provide a proposal for cleaning and repair and to also set up a meeting with South Florida Water Management to do a walkthrough of the Preserve and Dry Conservation.

## **L. ATTORNEY MATTERS**

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

## **M. BOARD MEMBER COMMENTS**

Mr. Knowles and Mr. Towns inquired how the District's funds could be spent. Mr. Palen will bring that information to the next meeting.

## **N. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 5:31 p.m. There were no objections.

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Secretary/Assistant Secretary

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Chair/Vice Chair

## Tricia Lascasas

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**From:** Michael Poropat <michael@stockmanporopat.com>  
**Sent:** Thursday, July 24, 2025 9:25 AM  
**To:** Frank Palen  
**Cc:** Sylvia Bethel; Malachi Knowles; Marshall Adams; Daniel Anglim  
**Subject:** Re: Frank: 2025.02.27 Engagement Letter - Sylvia Bethel

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hey Frank,

No issues at all!

My understanding from my original conversations was that they wanted to protect the name, but that's an easy adjustment on our end. What I would do in that case is file the trademark for a combined word and design logo, which will protect both the logo and the text itself.

Please note, this is not normally something I recommend unless the graphic is a main point of contention. This is because trademark law is based on use, not filing, and therefore if you ever change that logo in **any** way, you will lose the protection you have over the mark, including protection over the words in that mark. So, if you ever change anything about that logo in the future, you have to either (a) make sure you continue to use the old logo in some way (this way you maintain that copyright and the words remain protected) or (b) file a new application for the new design, which will **also** allow you to protect the new design with whatever changes are made. So, just make sure the board is aware so that if/when that time comes, you remember to refile everything!

That said, we'll change it over to the design mark. If you can please send me a higher density version of the graphic design so that I can include it in the application that would be helpful.

Also, if the graphic design is important to you, you may also wish to federally copyright the design. It offers a slightly different protection, but is the best way for you guys to nationally protect the design given your current circumstances.

Trademark is protection for a word or logo which serves as a way to identify a brand and/or associate a specific reputation with a product or service. It is limited to this use specifically. Copyright is for the protection of artwork. Specifically, for protection of artistic ideas expressed in a tangible form. This means it covers things like, sculptures, drawing, photographs, film, theatrical works, music and books. Trademark protection is more broad in terms of **what** it protects, "the wordmark/logo and anything confusingly similar to it", but narrow in terms of **how** it protects it: "within the specific goods and services it is used for". Copyright is more narrow in **what** it protects: "the copyright work and any anything *substantially* similar to it" (this essentially means it has to be identical to the registered work or contain elements which are identical to the registered work) but broader in terms of **how** it protects it, that is essentially in any capacity. So while they are different, they do have some overlap as well and in some cases, like in the case of a design logo for your business, it can make sense to get both protections.

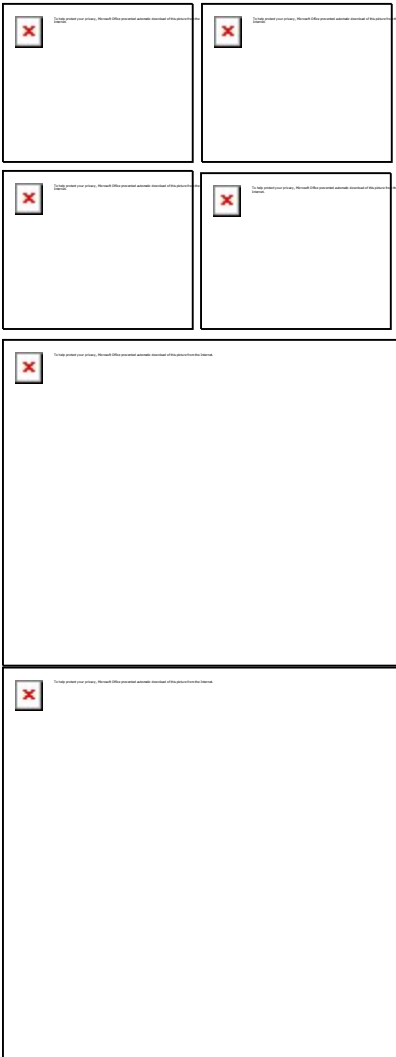


The process for copyright is relatively cheap (we charge \$650 to file and the filing fee is only \$65), and it lasts 120 years with no renewal fees, so its a great value for what you're protecting. Something to think about! If you have further questions just let me know.

As for arranging a call with me, you're free to call my office anytime, but it's probably easier to just book a time on my calendar, which you can access [HERE](#).

Best,  
Mike

**Michael Poropat, Esq.**  
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371 Sunrise Highway  
Lynbrook, NY 11563  
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On Fri, Jul 11, 2025 at 12:23 PM Frank Palen <[palen@caldwellpacetti.com](mailto:palen@caldwellpacetti.com)> wrote:

**Michael, sorry for taking so long to respond. I have been very busy and let my e-mails get behind. The form appears to be fine, but I have a basic question which will display my ignorance of these matters.**

**I was under the impression that the Board wanted to register the District's graphic design (an oak tree with a golden capital "T" underneath). See the attached example on the cover of our current agenda. The District commissioned the graphic and wanted to protect it from being "poached" or abused in some way by others. The District itself is not going to be "marketing" the logo, as far as I know.**

**Will you attach the graphic? Do you have an sufficient quality copies?**

**I suggest we discuss the submittal. I will call your office on Monday to arrange a call.**

**Thanks for your assistance (and patience).**

**Frank**

Frank S. Palen, Esq., AICP

Caldwell Pacetti Edwards Schoech & Viator LLP

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E-mail: [palen@caldwellpacetti.com](mailto:palen@caldwellpacetti.com)

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**From:** Michael Poropat <[michael@stockmanporopat.com](mailto:michael@stockmanporopat.com)>

**Sent:** Friday, July 4, 2025 10:12 PM

**To:** Frank Palen <[palen@caldwellpacetti.com](mailto:palen@caldwellpacetti.com)>

**Cc:** Sylvia Bethel <[sbethel@sdsinc.org](mailto:sbethel@sdsinc.org)>; Malachi Knowles <[malachiknowles@icloud.com](mailto:malachiknowles@icloud.com)>; Marshall Adams <[maa@adamslawfl.com](mailto:maa@adamslawfl.com)>; Daniel Anglim <[dan@stockmanporopat.com](mailto:dan@stockmanporopat.com)>

**Subject:** Re: Frank: 2025.02.27 Engagement Letter - Sylvia Bethel

Thanks Frank,

For the goods and services listed, does this sound accurate to you: "Class 35 for community compliance management in the nature of management and oversight of common grounds and amenities including the landscaping and public infrastructure."

As for the government entity v. joint venture thing, We can attempt to file it under the "other" category and see what the state says, but as a special district it doesn't appear you have anything that effectuates your existence like a Tax ID number or an identification number for the district. The only legitimate evidence I can provide is the ordinance meeting where the creation of the district was approved. Realistically, we need something that will identify the existence of the state. The Tax ID provided previously was care of Special District Services and is referencing THOUSAND OAKS COMMUNITY DEVELOPMENT and not THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT, the distinguishment of which is important to the state when filing for intellectual property rights. So, if that Tax ID is accurate, we'd have to use the former name as the owner as that is the only "legal name" we have for the organization.

For the specimen, we'll use the FAQ section of your website. We have to provide three specimens but we're allowed to provide three identical specimens, so that's what we'll do since there are no other specimens available to us. However, if the state does not find that specimen

satisfactory, then my recommendation to update the website and/or create/provide some extra marketing materials will turn into a requirement if you want to obtain a trademark registration.

Please see the form attached and just review it for me to make sure the information is accurate and, if so, we'll go ahead and get this filed

Mike

**Michael Poropat, Esq.**

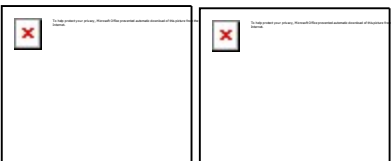
Stockman & Poropat, PLLC

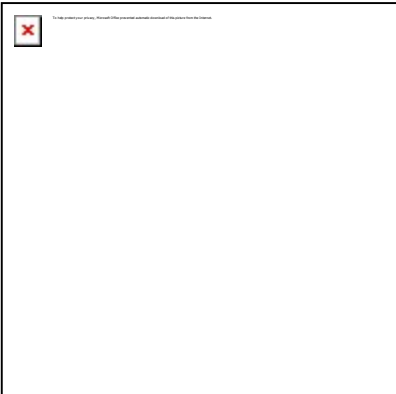
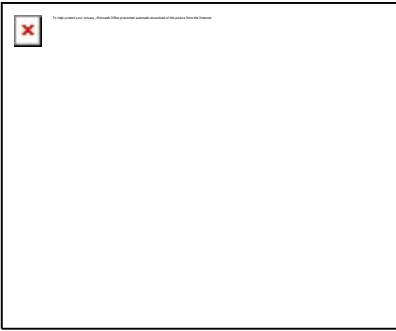
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On Wed, Jul 2, 2025 at 12:58 PM Frank Palen <[palen@caldwellpacetti.com](mailto:palen@caldwellpacetti.com)> wrote:

**Hello, Mike. Sorry for the delay in responding. We obviously need to chat about the nature and role of special districts in Florida. See my responses to your questions below.**

**Frank**

Frank S. Palen, Esq., AICP

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---

**From:** Michael Poropat <[michael@stockmanporopat.com](mailto:michael@stockmanporopat.com)>

**Sent:** Friday, June 27, 2025 11:51 AM

**To:** Sylvia Bethel <[sbethel@sdsinc.org](mailto:sbethel@sdsinc.org)>

**Cc:** Malachi Knowles <[malachiknowles@icloud.com](mailto:malachiknowles@icloud.com)>; Frank Palen <[palen@caldwellpacetti.com](mailto:palen@caldwellpacetti.com)>;

Marshall Adams <[maa@adamslawfl.com](mailto:maa@adamslawfl.com)>

**Subject:** Re: Frank: 2025.02.27 Engagement Letter - Sylvia Bethel

Good morning,

I've been trying to get a clearer understanding of the relationship between SDS and CDD and what it is that the CDD does. Can you please confirm that this is all correct:

1. Thousand Oaks Community Development District (**TOCDD**) is essentially a **home owners association** that overlooks the **certain** landscaping **and drainage** water infrastructure and other amenities within the district to ensure it is functioning and is upkept.

***[Frank Palen] TOCDD is not an HOA, although it has certain similar functions; it is a unit of special purpose local government of the State of Florida operating pursuant to Ch. 190, Fla. Stat. The CDD is governed by a 5-person Board of Supervisors elected on staggered 4-year terms by the registered voters/electorate who live within its boundaries. Those boundaries extend beyond the physical limits of Thousand Oaks Planned Unit Development (TOPUD), to include an adjacent, unrelated PUD known as "Villa Rosa". As permitted by state law, TOCDD was created by the original developer to finance and subsequently manage certain public improvements within TOPUD for the ultimate benefit of its landowners and residents. In the case of TOCDD, those improvements are currently***

*limited to TOPUD's surface water management system, including several large preserve areas and some landscape buffer areas along its exterior perimeter. TOPUD's potable water and sewer systems were built using POCDD's public funds, but upon completion were turned over to the City of Riviera Beach to manage.*

*Owners of residential land in TOCDD pay annual non-ad valorem special benefit assessments to cover the cost of repaying construction debt and annual maintenance of the property owned by the CDD. The CDD's assessments appear on each homeowner's annual property tax bill. TOCDD's public improvements are not privately-owned "common areas"; they are public property. "Common Areas" are the maintenance responsibility of the TOPUD "Master Association" (the "HOA"), a non-profit corporation. "Common areas" are defined in a Declaration of Covenants and Restrictions recorded in the Public Records and identified on a recorded plat. While as a practical matter the THOA and the TOCDD may have certain similar maintenance functions, but they are entirely separate entities with different statutory purposes. Most of the "amenities" within TOPUD (e.g., recreation areas, parks, roads, etc.), are the HOA's maintenance responsibility.*

When the CDD notices something needs repair or determines that additional infrastructure/maintenance is needed, it hires an outside contractor to complete those services.

***[Frank Palen] That's correct. TOCDD has no permanent staff. It is required by Florida law to retain a manager, an attorney, an auditor and an engineer. It contracts out all other functions.***

2. Thousand Oaks Community Development District is **not owned by** Special District Services Inc. (SDS)

***[Frank Palen] SDS is a special district management company retained by the CDD to manage its affairs. SDS serves at the pleasure of the TOCDD Board of Supervisors. SDS has no role in managing TOHOA.***

3. SDS consults and advises CDD on how to continue its operation as a community development district.

***[Frank Palen] SDS manages TOCDD's affairs (e.g., complies with statutory requirements, prepares a budget, organizes meetings, keeps minutes, answers resident or Board Member questions, etc.)***

4. There is no legal entity filed in Florida or any other state for which the CDD operates out of.

***[Frank Palen] TOCDD is not a subsidiary of any other entity. It is an entirely independent type of public corporation. All CDDs (there are c. 700) operate under a uniform charter created by the Florida Legislature -- Chapter 190, Fla. Stat., and an ordinance adopted by the general purpose local government in which it is located – in this case, the City of Riviera Beach. However, once its existence is initiated by the City, the CDD is entirely independent of any City control.***

Please confirm that each of those statements are true. Assuming they are, we can attempt to file this as a joint venture.

***[Frank Palen] There is no joint venture. The CDD is just trying to register a logo it will own as a public asset.***

The state may reject it as a non-filed entity, but because they list "joint venture" as an option, I imagine they won't. Regardless, you guys should really be incorporated as an entity for various different legal and business reasons. I recommend you consider doing that.

***[Frank Palen] A CDD is "incorporated" as a special type of local government entity. It is not a "private" enterprise or a business organization.***

Additionally, we will file it under class 35 as essentially you are promoting the interest of the home owners and then redistributing the funds paid to the HOA to upkeep the development.

***[Frank Palen] While we may share the same constituency (the residents and homeowners in TOPUD), TOCDD has no direct financial or other***



*relationship with TOHOA. TOCDD's annual assessment resources are used exclusively to repay construction debt initially incurred to build public facilities and to cover the annual cost of maintaining only those facilities owned by TOCDD. For convenience and cost savings, TOCDD has retained TOHOA as a contractor to maintain landscaping on certain property owned by the CDD. TOHOA is a contractual service-provider to TOCDD. This is an "arms-length" transaction.*

Regarding Question 4 (the additional documentation/evidence), we will file based on the **very** limited information we have on the website, but it is likely to get denied. I would **highly** recommend altering the website to better elaborate on the specific purposes that this CDD provides. I know you say you don't offer services, but you do. Whatever your function is, is a service. So continuous management of the property to ensure maintenance is performed regularly is a service you are offering to the homeowners within the district. We just have to evidence and explain that very clearly.

***[Frank Palen] Noted. We should always try to do a better job of explaining the CDD's function. As you can see, it's not a simple situation. I will pass your recommendations along to the Board of Supervisors for their consideration.***

It may be easier here to hop on a call so we can discuss this in more detail. Feel free to give me a ring at 718-215-4082 or schedule a call with me at [www.mikeporopat.net](http://www.mikeporopat.net).

***[Frank Palen] I'd be happy to speak to you anytime!***

In the meantime, feel free to ask me any questions you might have! I've included the current version of the application for you to review the specifics (assuming my statements above are accurate and true).

***[Frank Palen] Why don't you first review my responses and see if the forms need adjustment. I'm not familiar with how to present this information in your terms.***

Mike

**Michael Poropat, Esq.**

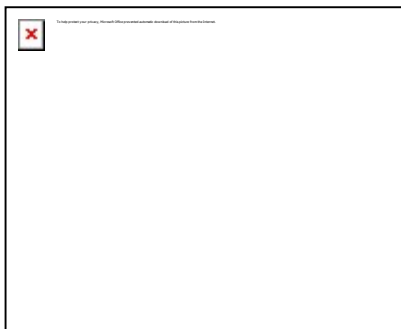
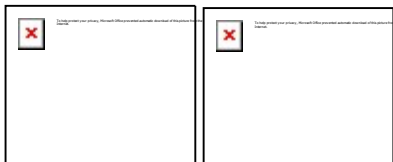
Stockman & Poropat, PLLC

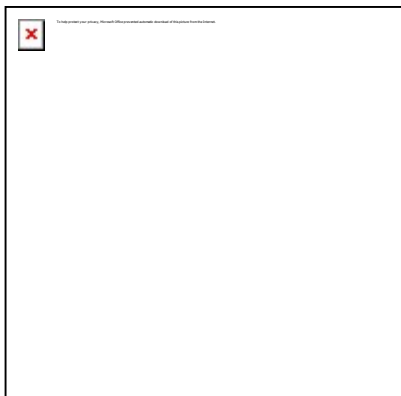
371 Sunrise Highway

Lynbrook, NY 11563

Direct: 718-215-4082

Office: 718-657-7400



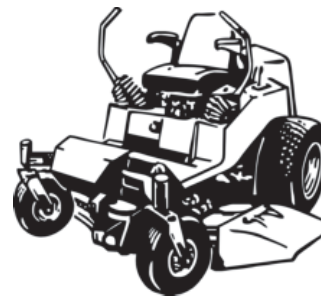


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**Russ Total Lawn Maintenance**

1731 Avenue F  
Riviera Beach, FL 33404  
United States  
john\_a\_russ@yahoo.com



## Estimate

**ADDRESS**

Thousand Oaks Community  
Development District

**ESTIMATE # 1009****DATE 06/18/2025**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Beautify existing landscape	3 gal. Mammy Croton	154	15.00	2,310.00
	Beautify existing landscape	3 gal. Ixora	38	15.00	570.00
	Beautify existing landscape	3 gal. Pinwheel	12	12.00	144.00
	Beautify existing landscape	3 gal. Coco plums	10	15.00	150.00
	Beautify existing landscape	3 gal. Plumbago	4	18.00	72.00
	Beautify existing landscape	3 gal. Porto Corpus	1	15.00	15.00
	Beautify existing landscape	15 gal Clusia Plants	54	95.00	5,130.00
	Beautify existing landscape	Remove Bougainvillea and dead Viburnum hedge	1	1,200.00	1,200.00
	Beautify existing landscape	Red Mulch	13	300.00	3,900.00
	Beautify existing landscape	St Augustine Sod	2	260.00	520.00
	Beautify existing landscape	Remove dead trees and stump grind 4 Buttonwood and 1 Cabbage Palm	1	800.00	800.00
	Beautify existing landscape	Labor	1	4,450.00	4,450.00

SUBTOTAL	19,261.00
TAX	0.00
TOTAL	<b>\$19,261.00</b>

Accepted By

Accepted Date



**THOUSAND OAKS CDD**  
**1034 CENTRE STONE LANE**  
**RIVIERA BEACH, FLORIDA 33404**

**Sales:** Austin Jaffres

**Thousand Oaks - Landscape Beautification Project**  
1034 Centre Stone Lane Riviera Beach, Florida 33404

**Est ID:** EST5552066

**Date:** Jul-09-2025

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**Landscape Demo and Install**

**\$18,869.23**

Landscape Beatification Project along Congress Avenue in Riviera Beach.

Scope of Work:

- Remove all existing dead Bougainvilla and Viburnum.
  - Install and replace with 54 Clusia (15 gallon)
- Remove all Pentas and all dead Fountain Grass
  - Install and replace with 154 Mammy Crotons (3 gallon)
- Install 38 Ixora to fill in existing hedge
- Install 12 Pinwheels (3 gallon)
- Install 1 Podacarpus (3 gallon) to fill in existing hedge
- Install 8 Firebush (3 gallon) to fill in existing hedge
- Install 4 Plumbago (3 gallon)
- Install 10 Cocoplum (3 gallon)
- Flush cut and stump grind 4 Green Buttonwood Trees
- Flush cut and stump grind 1 Sabal Palm
- Install 13 pallets of red mulch
- Install 2 pallets of Saint Augustine sod

Labor and delivery of material are included in the proposal pice.

Irrigation repairs and / or modifications are not included.

## Landscape Enhancements

Enhancement work shall include only those services and materials specifically listed in the attached proposal. Any additional work requested will require a written change order and may be subject to additional charges and time adjustments.

### Drawings & Quantities

All quantities, locations, and layouts are based on site conditions and/or drawings provided by the client or design team. Field adjustments may be necessary due to unforeseen site conditions. Sod quantities listed are estimates and shall be field-verified at the time of installation.

### Exclusions

Unless explicitly noted, the following are not included:

- Excavation and backfill of soils
- Structural soils
- Tree protection and relocation
- Tree grates, site furnishings, or hardscape elements
- Hoisting of materials to upper levels
- MOT (Maintenance of Traffic) plans
- Bonding (if required, add 2% to the contract)
- Permitting and associated fees
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation
- Damage to existing irrigation lines during construction is considered to be an additional cost.

### Materials & Standards

- All plant materials will meet or exceed Florida #1 grade standards as defined by the Florida Grades and Standards

Manual.

- If there is a discrepancy between size of plant material and container size specified, container size supersedes.
- Standard 2"x4"x4' staking for trees and palms is included, unless otherwise specified.
- **Natural Stone** may vary in color, texture, and may show mineral staining over time.
- **Concrete:** Hairline cracks are normal; color consistency between batches is not guaranteed.
- **Metals:** Non-galvanized metal may rust.
- **Wood & Natural Materials:** May contain knots, color variation, and natural imperfections.

### Warranty

- Trees & Palms: 1 year limited warranty (365 days).
- Shrubs & Groundcovers: 3-month limited warranty (90 days).
- Sod: 2-day limited warranty (48 hours) from installation, subject to adequate irrigation.
- Construction & Installations: 1-year warranty for workmanship and materials (unless otherwise specified by manufacturer).
- All warranties are valid only if payment is received in full and standard maintenance is followed.
- One-time replacement is included; subsequent replacements or changes in size/species may incur additional costs.
- Warranty excludes: improper maintenance, Acts of God, vandalism, pests, wildlife, flooding, or third-party damage.

### Fertilizer & Irrigation

- Initial fertilization is included.
- Client is responsible for ensuring irrigation is fully functional prior to installation. Lucky Landscaping is not liable for plant loss due to inadequate irrigation.

### Site Access & Conditions

- Client must provide clear and unrestricted access to work areas.
- Any known underground conditions (utilities, drainage, etc.) must be disclosed prior to commencement. Undisclosed site conditions may result in additional charges or project delays.
- Seller shall not be liable for delays due to weather, supplier issues, site access, or coordination with other contractors.

### Change Orders

- Any change exceeding \$1,000 requires a Contract Change Notice (CCN), signed by both parties before work begins.



- Changes under \$1,000 will be documented in our progress report and billed on a time and materials basis.
- All extras must be approved and are due upon invoice receipt.

### Clean-Up

- Site will be cleaned of installation-related debris upon completion.
- Removal of excess or demolished material not listed in scope may incur additional charges.

## Arbor Services

All tree work performed by Lucky Landscaping, LLC will follow the **ANSI A300 Standards for Tree Care Operations** and be guided by the expertise of our **ISA Certified Arborist, Austin Jaffres (FL-10278A)**. These national standards ensure trees are pruned properly for safety, structural integrity, and overall health, while enhancing their aesthetic value and long-term viability.

### Palm Tree Trimming

Our palm trimming includes the removal of all brown or declining fronds below the 9 and 3 o'clock positions, as well as all fruit and seed pods that are present or emerging. Routine trimming promotes a clean, attractive canopy, reduces the risk of falling debris, and helps prevent staining and slip hazards caused by fruit drop.

### Hardwood Tree Trimming

Trimming of hardwood trees includes selective thinning and canopy raising to improve safety, appearance, and structural health. Work will be performed to ISA and ANSI A300 standards, with careful attention to wind flow and light penetration. Dead, diseased, or hazardous branches will be removed, while maintaining appropriate live foliage mass:

- **No more than 20% of foliage removed on mature trees**
- **No more than 25% on young trees**  
**Where applicable, trees will be trimmed to DOT clearance standards (13'6" over roadways, 8' over sidewalks).**

### Tree Removal

Tree removal is only recommended for trees that are dead, structurally unsound, or pose a safety risk due to disease, storm damage, or proximity to structures/utilities. Removal will be done in accordance with local codes, and clients will be notified if a replacement is required based on municipal or county regulations.

### Stump Grinding

Following tree removal, stumps can be ground 4–6 inches below grade unless otherwise specified. This allows for a smooth finish grade to resod.

- **Site Conditions:** Clients are responsible for disclosing any known subsurface issues (e.g., buried utilities, drainage problems, rocky soils, landscape lighting). Failure to inform us may lead to additional costs and schedule adjustments. Lucky Landscaping will not be responsible for any damaged subsurface issues.

- **Utility Damage:** Lucky Landscaping is responsible only for marked utilities by 811. Damage to unmarked lines or neighboring property utilities is the responsibility of the client. Repairs will be limited to the direct cost of fixing the damaged utility. Customer is responsible for calling 811 prior to Lucky Landscaping's schedule service.

### Permitting

Unless otherwise noted in the proposal, Lucky Landscaping is not responsible for obtaining tree-related permits. If

requested, a \$150 permit processing fee will apply, in addition to any applicable government filing fees.

### **Insurance & Clean-Up**

Complete debris removal and site clean-up are included in all arbor services. Certificates of Workers' Compensation and General Liability Insurance will be provided upon request or acceptance of the proposal.

### **Irrigation Services**

All repair work will be performed as described in the estimate or work order. Any additional work outside the scope must be approved by the client and may be subject to additional charges.

Any unforeseen issues discovered during the repair (e.g., damaged valves, broken pipes, electrical faults) will be brought to the client's attention immediately. Work will not proceed without verbal or written authorization. Approved extras are billed on a time and materials basis.

### **Warranty**

- Repairs are warranted for **30 days** from the date of service.
- Warranty covers workmanship only; materials (e.g., timers, valves, pumps) are subject to manufacturer warranties.
- Warranty is void if damage is due to user error, vandalism, pets, power surges, lightning, improper use, or other external factors beyond our control.

### **Client Responsibilities**

- Client must provide access to irrigation controller, shutoff valves, and any locked areas.
- Water supply and electrical service must be active and available during the repair.
- Missed appointments or lack of access may result in a service fee.
- On new irrigation installations -
  - Client must ensure the job site is graded, clear, and accessible before work begins.
  - Electrical and water service must be available.
  - Backflow prevention devices, if required, must be installed by others unless specified.

### **Utility & Site Conditions**

- Lucky Landscaping is not responsible for damage to unmarked or shallow utilities, private lines, or incorrectly installed existing systems. Repairs involving buried components are subject to the limitations of the original installation.
- If unexpected site conditions (rock, debris, concrete, tree roots, etc.) are discovered, Lucky Landscaping may adjust pricing or schedule based on necessary modifications.

### **Materials & Equipment**

All components used will meet industry standards. Brands and models are subject to substitution with equivalent or superior quality if availability changes.

## Payment Terms & Conditions

- This proposal is valid for 30 days from the date of issue.
- A deposit may be required prior to the start of work.
- Payment is due within thirty (30) calendar days of the invoice date. Late payments shall accrue interest at 1.5% per month or the maximum allowed by law. Questions/objections to charges contained in any invoice must be submitted in writing to [katie.obregon@luckylandscapingllc.com](mailto:katie.obregon@luckylandscapingllc.com).
- Failure to raise any objections to charges contained in an invoice within thirty (30) calendar days or within the due date (Whichever comes first) from the invoice date constitutes Client's acceptance of the accuracy and reasonableness of the charges.
- Non-payment creates a lien in favor of Lucky Landscaping, L.L.C. on any and all equipment and property of the Client in the Contractor's possession, as well as on the work in progress as of the date of termination. Lucky Landscaping, L.L.C. reserves the right to retain possession of these items pending full payment.
- Notwithstanding any provisions herein, the completion date of the Work shall be deemed extended by a number of days equal to any delay in payment to the Contractor.
- All prices reflect a 3% discount for payments made by cash or check. If processed with a credit card, the 3% discount will be excluded.
- In the event this contract is terminated, with or without cause, all outstanding invoices will be due within five (5) days.
- This Agreement shall be governed by the laws of the State of Florida. Any legal action related to this Agreement shall be brought in a court of competent jurisdiction in Palm Beach County, FL. In the event of dispute arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs at all levels, including trial and any appeals.
- By signing below, the undersigned affirm that they have authority to bind their respective parties and have reviewed, understand, and agree to all terms and conditions of this Agreement.

**Contractor:** \_\_\_\_\_  
Austin Jaffres

**Client:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_  
07/10/2025

**Signature Date:** \_\_\_\_\_

**Email:** Austin.Jaffres@luckylandscapingllc.  
com

Thousand Oaks  
Community Development District

**Financial Report For  
July 2025**

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

	<b>Annual Budget 10/1/24 - 9/30/25</b>	<b>Actual Jul-25</b>	<b>Year To Date Actual 10/1/24 - 7/31/25</b>
<b>REVENUES</b>			
O & M ASSESSMENTS	259,627	4,770	260,044
DEBT ASSESSMENTS (SERIES 2016 A1)	367,957	6,165	367,683
DEBT ASSESSMENTS (SERIES 2016 A2)	94,511	1,584	94,463
OTHER REVENUES	0	0	1
INTEREST INCOME	420	0	7,626
<b>Total Revenues</b>	<b>\$ 722,515</b>	<b>\$ 12,519</b>	<b>\$ 729,817</b>
<b>EXPENDITURES</b>			
SUPERVISOR FEES	12,000	1,000	9,800
PAYROLL TAXES	960	77	750
AQUATIC/STORMWATER MANAGEMENT	30,000	0	25,409
LAWN/LANDSCAPE MANAGEMENT	46,715	6,314	51,812
WETLAND PRESERVE BUFFER MAINTENANCE	10,800	0	0
MAINTENANCE CONTINGENCY (TREE TRIMMING, FOUNTAINS, FOUNTAINS REPAIRS, ETC.)	85,000	0	31,378
ENGINEERING/INSPECTIONS/REPORTS	6,000	0	318
MANAGEMENT	38,124	3,177	31,770
SECRETARIAL	4,200	350	3,500
LEGAL	12,000	0	9,387
ASSESSMENT ROLL	8,000	0	0
AUDIT FEES	3,500	0	3,500
ARBITRAGE REBATE FEE	1,300	0	1,300
INSURANCE	6,900	0	7,491
LEGAL ADVERTISING	1,300	0	0
MISCELLANEOUS	1,900	57	716
POSTAGE	500	1	126
OFFICE SUPPLIES	1,075	30	603
DUES & SUBSCRIPTIONS	175	0	175
TRUSTEE FEES	3,600	0	3,500
TRAVEL	10,000	540	3,292
WEBSITE MANAGEMENT	1,500	125	1,250
ELECTRICITY - FOUNTAINS	0	299	954
FOUNTAINS	0	899	14,960
<b>Total Expenditures</b>	<b>\$ 285,549</b>	<b>\$ 12,869</b>	<b>\$ 201,991</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 436,966</b>	<b>\$ (350)</b>	<b>\$ 527,826</b>
PAYMENT TO TRUSTEE (A1)	(345,880)	(6,165)	(350,780)
PAYMENT TO TRUSTEE (A2)	(88,840)	(1,584)	(90,120)
<b>BALANCE</b>	<b>\$ 2,246</b>	<b>\$ (8,099)</b>	<b>\$ 86,926</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(14,442)	0	(8,098)
DISCOUNTS FOR EARLY PAYMENTS	(28,884)	0	(26,331)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (41,080)</b>	<b>\$ (8,099)</b>	<b>\$ 52,497</b>
CARRYOVER FROM PRIOR YEAR	41,080	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (8,099)</b>	<b>\$ 52,497</b>

<b>Bank Balance As Of 7/31/25</b>	<b>\$ 322,087.53</b>
<b>Accounts Payable As Of 7/31/25</b>	<b>\$ 19,031.15</b>
<b>Accounts Receivable As Of 7/31/25</b>	<b>\$ -</b>
<b>Available Funds As Of 7/31/25</b>	<b>\$ 303,056.38</b>