



Rizzetta & Company

# **Paseo Community Development District**

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**Board of Supervisors' Meeting  
July 17, 2019**

**District Office:  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912  
(239) 936-0913**

**[www.paseocdd.org](http://www.paseocdd.org)**

## **PASEO COMMUNITY DEVELOPMENT DISTRICT**

Paseo Village Centre – Theatre, 11611 Paseo Grande Boulevard, Fort Myers, Florida 33912

<b>Board of Supervisors</b>	Manny Samson	Chairman
	Steven Brown	Vice Chairman
	Jim Heether	Assistant Secretary
	Sharon Schulman	Assistant Secretary
	Lyle Hicks	Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Andrew d'Adesky	Latham, Shuker, Eden & Beaudine, LLP
<b>District Engineer</b>	Carl Barraco	Barraco and Associates, Inc.

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**PASEO COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 9530 MARKETPLACE ROAD • SUITE 206 • FORT MYERS • FL • 33912**

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July 9, 2019

Board of Supervisors  
**Paseo Community  
Development District**

**AGENDA**

Dear Board Members:

The special meeting of the Board of Supervisors of the Paseo Community Development District will be held on **Wednesday, July 17, 2019 at 11:00 a.m.**, at the Paseo Village Center Theatre, 11611 Paseo Grande Boulevard, Fort Myers, FL 33912. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. DISTRICT ENGINEER STAFF REPORT**
  - A. Review of Barraco & Associates Storm Drain Structures Exhibit..... Tab 1
- 4. BUSINESS ITEMS**
  - A. Review and Acceptance of Audit for Fiscal Year End September 30, 2018 ..... Tab 2
  - B. Consideration of Timo Brothers Proposal for Paver Repairs .. Tab 3
  - C. Consideration of Proposals for Gazebo Railing Repairs..... Tab 4
  - D. Consideration of Naples Electric Motor Works Proposals for Irrigation System Controllers and Semi-Annual Pump Station Maintenance – Esperanza ..... Tab 5
  - E. Consideration of Proposals for ADA Website Compliance ..... Tab 6
- 5. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on June 26, 2019 ..... Tab 7
- 6. STAFF REPORTS**
  - A. District Counsel
  - B. District Manager
- 7. SUPERVISOR REQUESTS/PUBLIC COMMENT**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (239) 936-0913.

Sincerely,

*Belinda Blandon*

Belinda Blandon  
District Manager

Cc: Jan Albanese Carpenter, Latham Shuker, Eden & Beaudine, LLP

# Tab 1



STORM DRAIN MAINTENANCE EXHIBIT  
FOR

PASEO

PART OF SECTION 9, TOWNSHIP 45 SOUTH, RANGE 25 EAST  
FORT MYERS, LEE COUNTY, FLORIDA

PROJECT DATA

<b>SITE ADDRESS</b>	<b>PROJECT DATUM</b>
11980 PASEO GRANDE BLVD. FORT MYERS, FL 33912	STATE PLANE FLORIDA WEST ZONE NAD1983 (NSRS2007) NORTH AMERICAN VERTICAL DATUM (NAVD) 1988
<b>ZONING</b>	<b>RECORD PLAT</b>
PUD	PASEO PHASE 1 INST. NO. 2006000162884
<b>FLOOD ZONE</b>	<b>STRAP NUMBERS</b>
ACCORDING TO F.I.R.M. NO. 12071C0429F MAP REVISED AUGUST 28, 2008. THE SUBJECT PARCEL IS LOCATED IN FLOOD ZONE AE (EL=19)	09-45-25-P3-0010A.0010

NOTE: CONTRACTOR MUST OBTAIN AND KEEP ON FILE A COPY OF ALL PERMITS  
REQUIRED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY

DESIGN TEAM

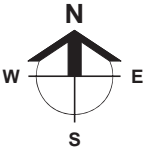
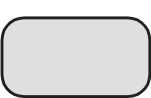
<b>PROJECT ENGINEER</b>	<b>PROJECT MANAGEMENT</b>
CARL A. BARRACO, P.E.	DOUG TARN
<b>DESIGN ENGINEER</b>	<b>PROJECT SURVEYOR</b>
WESLEY KAYNE, P.E.	SCOTT A. WHEELER, PSM
<b>LEAD DESIGN TECHNICIAN</b>	<b>SITE PLANNING</b>
-	-
<b>DESIGN STAFF</b>	<b>LAND PLANNING</b>
-	-
<b>QUALITY CONTROL</b>	<b>RECORD DRAWINGS</b>
DOUG TARN	-

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PROJECT  
LOCATION



LOCATION MAP



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INDEX OF DRAWINGS

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2-6	STORM DRAIN MAINTENANCE	A	-

CROSS-REFERENCED DRAWINGS:

XREF	DESCRIPTION	DRAWING NAME
A	BASE LINEWORK PLAN	22051A00.DWG

PLAN STATUS

EXHIBIT

**Barraco**  
and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING  
LAND PLANNING

**www.barraco.net**

2271 MCGREGOR BLVD., SUITE 100  
POST OFFICE DRAWER 2800  
FORT MYERS, FLORIDA 33902-2800  
PHONE (239) 461-3170  
FAX (239) 461-3169

FLORIDA CERTIFICATES OF AUTHORIZATION  
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

**PASEO**  
COMMUNITY  
DEVELOPMENT  
DISTRICT

9530 MARKETPLACE ROAD  
SUITE 206  
FORT MYERS, FL 33912

PHONE (239) 936-0913  
FAX (239) 936-1815

PROJECT DESCRIPTION

**PASEO**

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LOCATION	J:\22051\DWG\EXHIBITS\
PLOT DATE	MON. 7-1-2019 - 10:31 AM
PLOT BY	CHRIS PAULY

CROSS REFERENCED DRAWINGS

MASTER = BAI-COVER-1.DWG

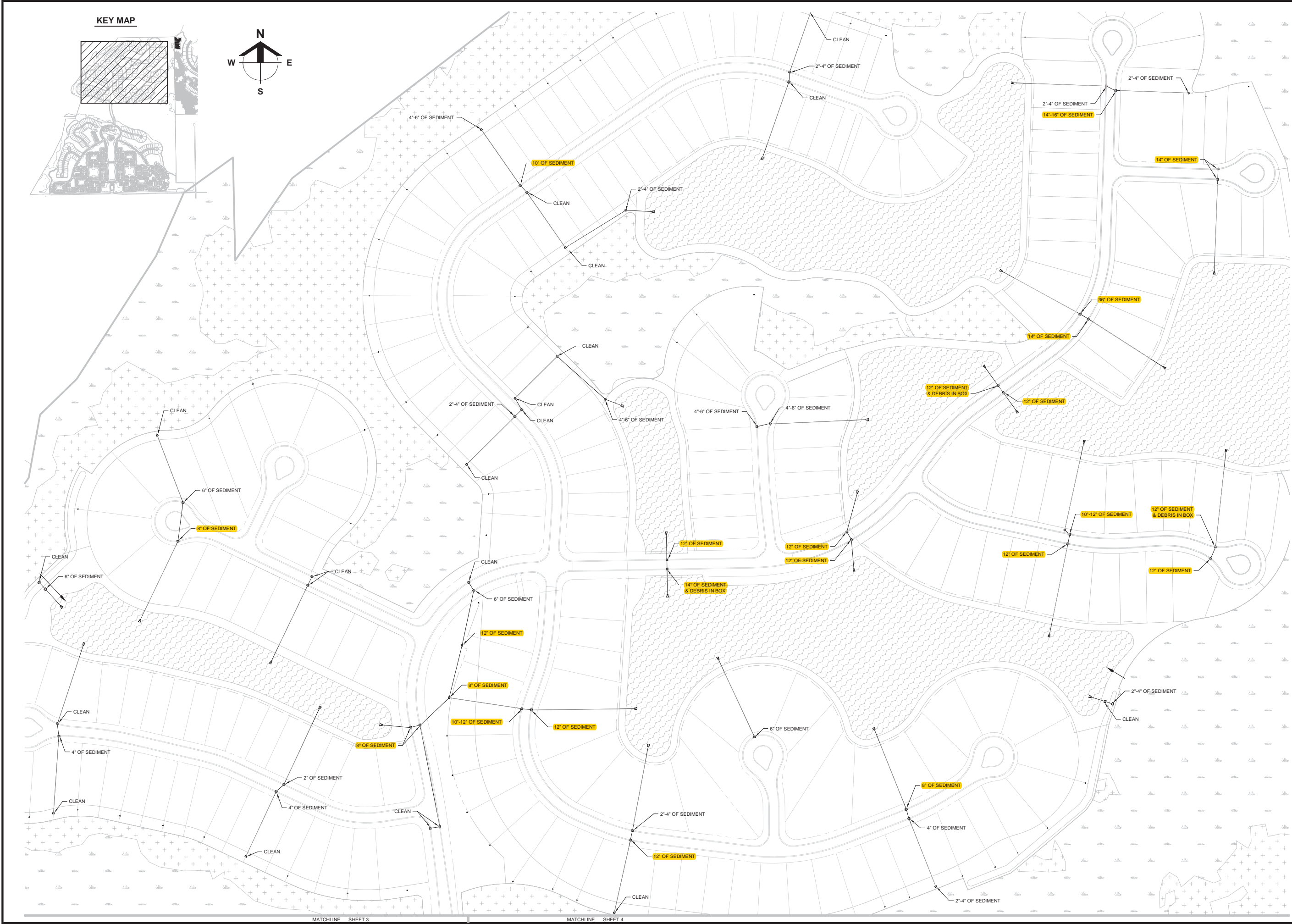
PLAN REVISIONS

PLAN STATUS

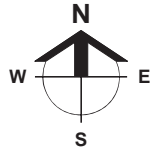
EXHIBIT

COVER SHEET  
AND  
LOCATION MAP

PROJECT / FILE NO.	SHEET NUMBER
<b>22168</b>	<b>1</b>



KEY MAP



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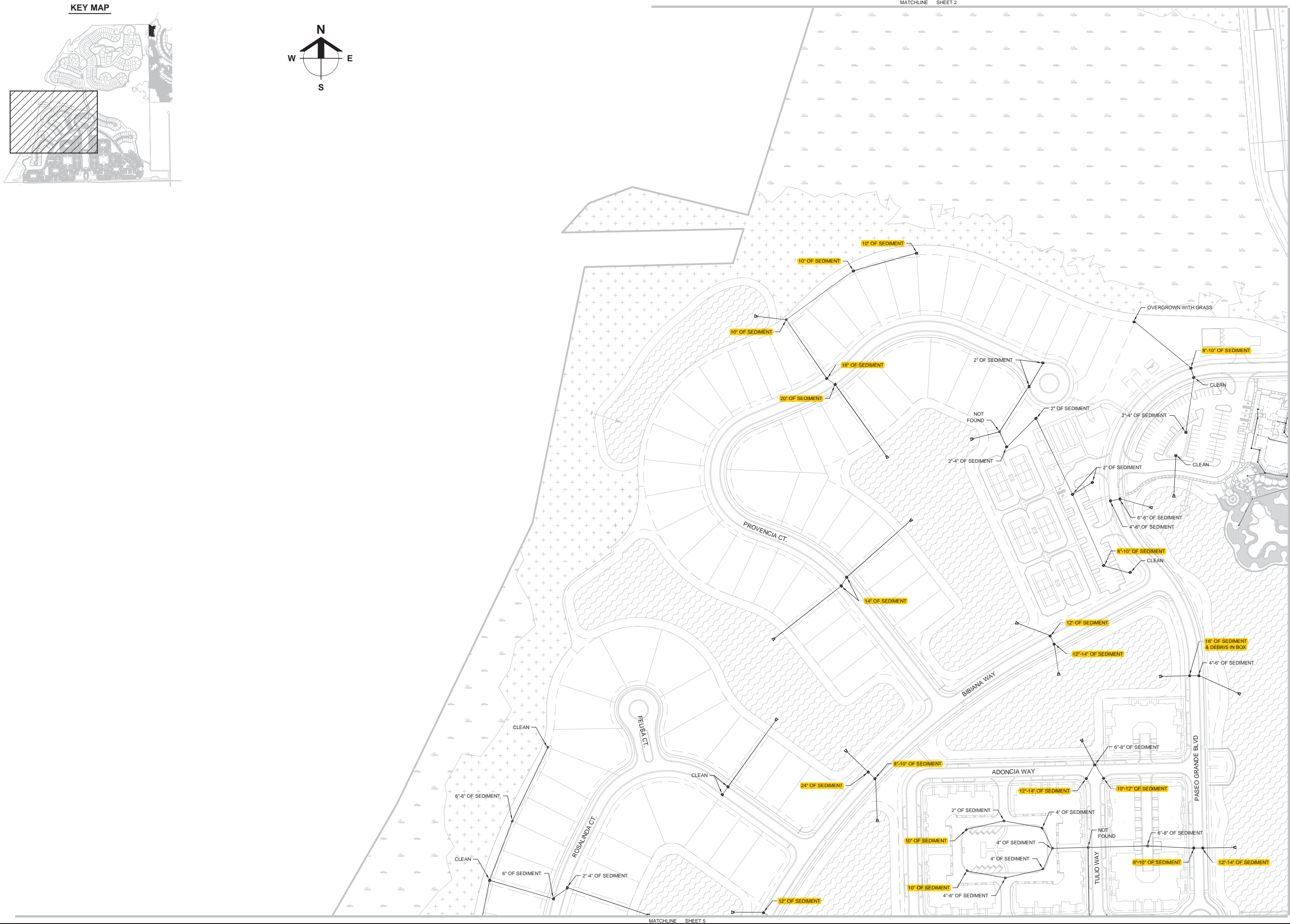
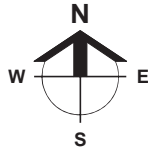
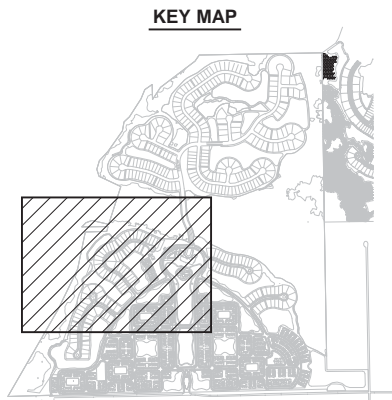
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EXHIBIT

**STORM DRAIN  
MAINTENANCE**

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SHEET NUMBER 2





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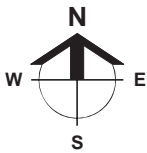
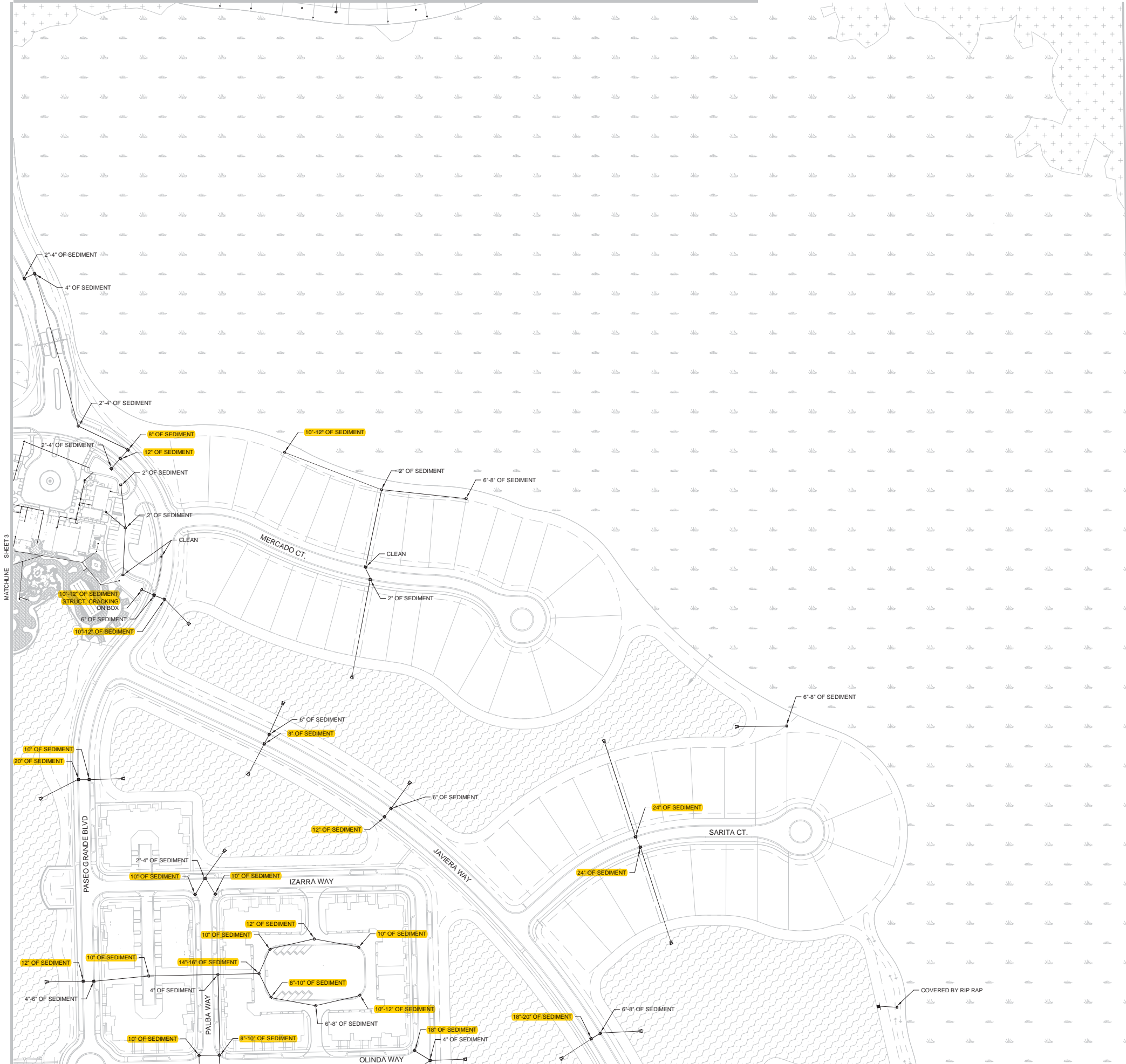
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**STORM DRAIN  
MAINTENANCE**

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<b>22168</b>	<b>3</b>



KEY MAP



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## STORM DRAIN MAINTENANCE

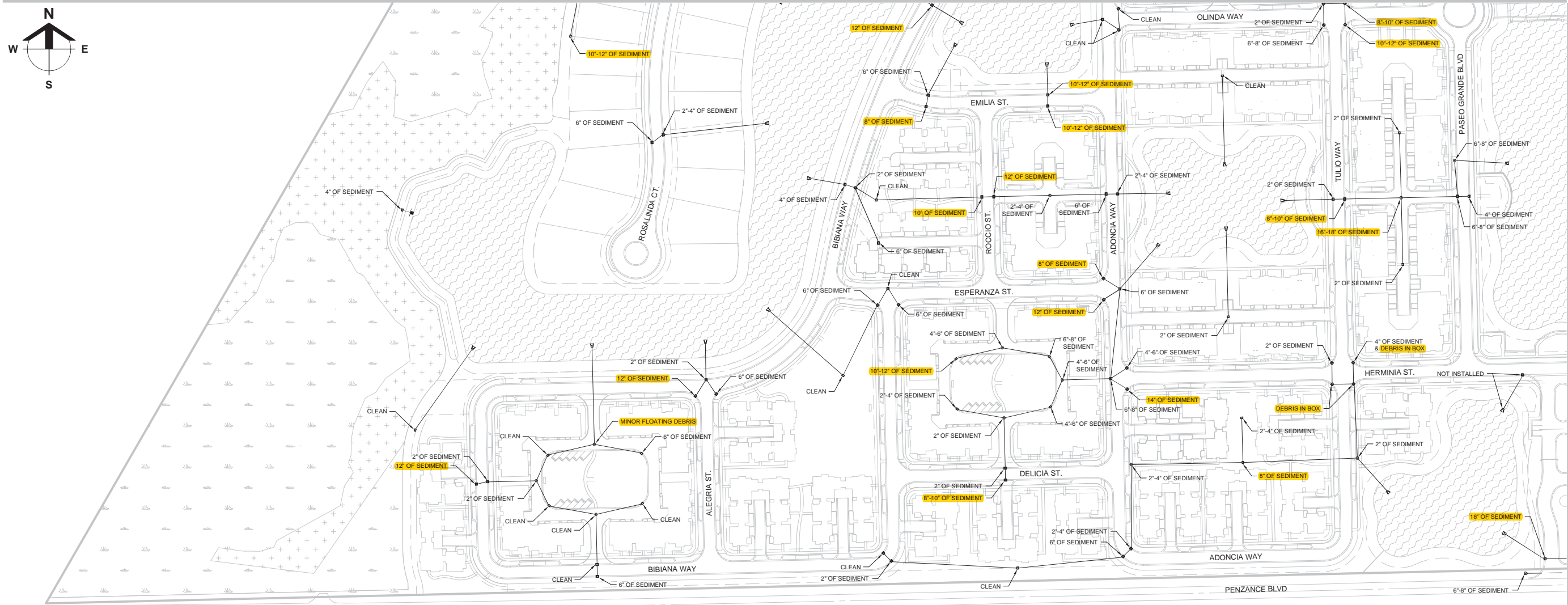
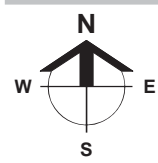
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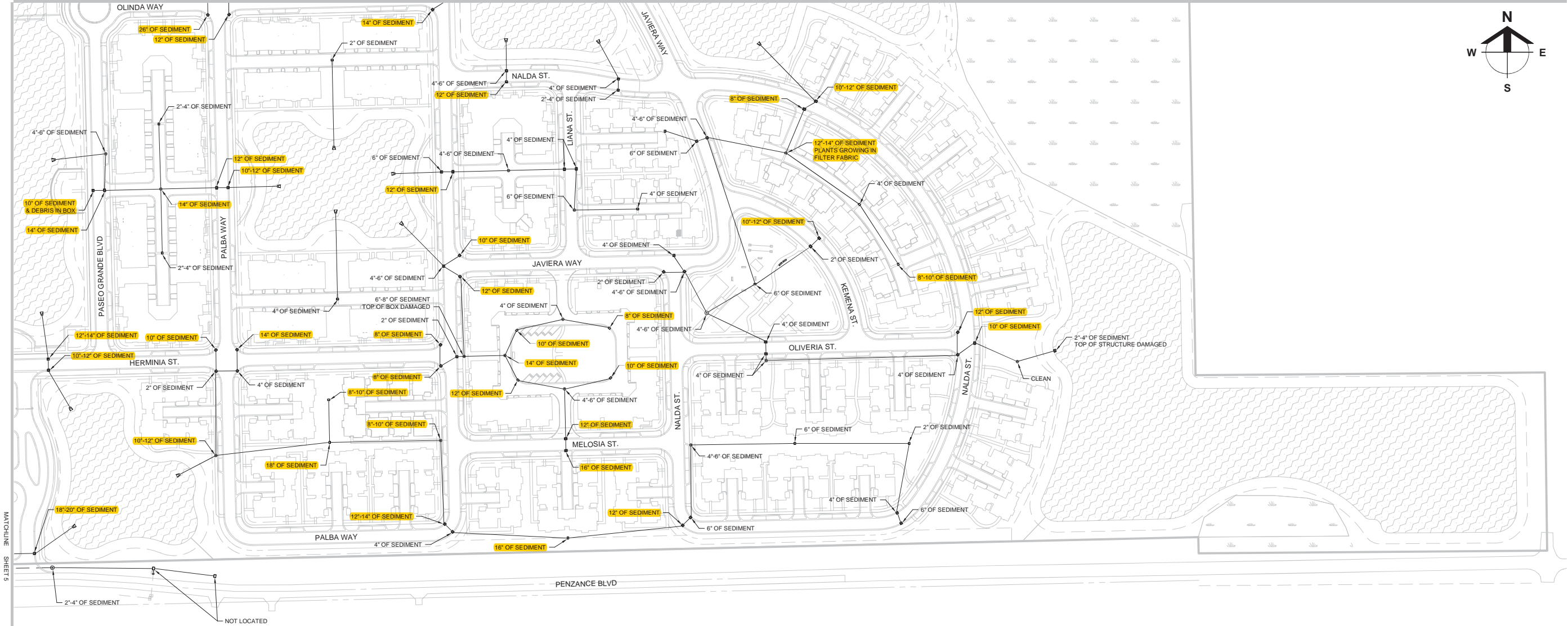
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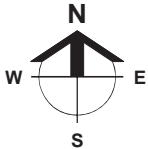
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5



MATCHLINE SHEET 5

KEY MAP



# Barraco

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PLAN REVISIONS

PLAN STATUS

EXHIBIT

### STORM DRAIN MAINTENANCE

PROJECT / FILE NO.

22168

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6

# Tab 2

# **Financial Report**

**September 30, 2018**

## **Paseo Community Development District**



PASEO COMMUNITY DEVELOPMENT DISTRICT

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Supervisors  
*Paseo Community Development District*

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, and each major fund of the *Paseo Community Development District* (the "District"), as of and for the year ended September 30, 2018, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2018, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued a report dated June 28, 2019, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*McDiarmid Davis & Company, LLC*

Orlando, Florida  
June 28, 2019

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the *Paseo Community Development District's* (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2018. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

### Financial Highlights

- The assets and deferred outflows of resources of the District exceeded its liabilities at September 30, 2018 by \$1,721,793, a decrease in net position of \$535,780 in comparison with the prior year.
- At September 30, 2018, the District's governmental funds reported a combined fund balance of \$2,249,145, a decrease in fund balance of \$2,511,216 in comparison with the prior year.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the *Paseo Community Development District's* financial statements. The District's financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements.

### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets, deferred outflows and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include general government, maintenance and operations and parks and recreation related functions.

## **MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)**

### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: Governmental Funds.

**Governmental Funds** - Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two individual governmental funds. The general fund and debt service fund are considered to be major funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund and debt service fund.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### **Notes to Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

### **Government-Wide Financial Analysis**

**Statement of Net Position** - The District's net position was \$1,721,793 at September 30, 2018. The following analysis focuses on the net position of the District's governmental activities.

## MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

### Government-Wide Financial Analysis (Continued):

#### Paseo Community Development District Statement of Net Position

	<b>September 30, 2018</b>	<b>September 30, 2017</b>
Assets, excluding capital assets	\$ 2,311,157	\$ 4,844,007
Capital assets, net of depreciation	39,193,436	39,969,570
Total assets	41,504,593	44,813,577
Deferred outflows of resources	61,619	65,027
Liabilities, excluding long-term liabilities	7,539,419	6,484,102
Long-term liabilities	32,305,000	36,136,929
Total liabilities	39,844,419	42,621,031
Net Position:		
Net investment in capital assets	6,980,301	3,817,821
Unrestricted	(5,258,508)	(1,560,248)
Total net position	\$ 1,721,793	\$ 2,257,573

The following is a summary of the District's governmental activities for the fiscal years ended September 30, 2018 and 2017.

#### Changes in Net Position Year Ended September 30,

	<b>2018</b>	<b>2017</b>
Revenues:		
Program revenues	\$ 2,818,008	\$ 3,380,631
General revenues and special item	1,552,321	8,385
Total revenues	4,370,329	3,389,016
Expenses:		
General government	657,783	249,310
Maintenance and operations	1,973,362	1,899,701
Parks and recreation	191,569	17,925
Interest on long-term debt	2,083,395	1,893,926
Total expenses	4,906,109	4,060,862
Change in net position	(535,780)	(671,846)
Net Position - beginning	2,257,573	2,929,419
Net Position - ending	\$ 1,721,793	\$ 2,257,573

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2018 was \$4,906,109. The majority of these expenses are interest on long-term debt and maintenance and operations.

## MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

### Financial Analysis of the Government's Funds

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At September 30, 2018, the District's governmental funds reported a combined ending fund balance of \$2,249,145. Of this total, \$40,561 is nonspendable, \$1,064,429 is restricted, \$303,888 is assigned, and the remainder is an unassigned fund balance of \$840,267.

In the current year, the fund balance of the general fund increased by \$304,911 due to excess assessment revenue. The debt service fund balance decreased by \$2,816,127 primarily due to bond redemption.

### General Fund Budgetary Highlights

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. There was one amendment to the September 30, 2018 general fund budget. The legal level of budgetary control is at the fund level.

### Capital Asset and Debt Administration

**Capital Assets** - At September 30, 2018, the District had \$39,193,436 invested in land and infrastructure, net of accumulated depreciation. More detailed information about the District's capital assets is presented in the notes to financial statements.

**Capital Debt** - At September 30, 2018, the District had \$32,305,000 in bonds outstanding. More detailed information about the District's capital debt is presented in the notes to financial statements.

### Requests for Information

If you have questions about this report or need additional financial information, contact the *Paseo Community Development District's* Finance Department at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625.

## **FINANCIAL STATEMENTS**



PASEO COMMUNITY DEVELOPMENT DISTRICT

**STATEMENT OF NET POSITION**

September 30, 2018

	<b>Governmental Activities</b>
<b>Assets:</b>	
Cash	\$ 1,206,167
Prepaid costs	27,595
Deposits	12,966
Restricted assets:	
Temporarily restricted investments	1,064,429
Capital assets:	
Capital assets not being depreciated	18,002,328
Capital assets being depreciated, net	21,191,108
Total assets	<u>41,504,593</u>
<b>Deferred Outflows of Resources:</b>	
Deferred charge on refunding	<u>61,619</u>
<b>Liabilities:</b>	
Accounts payable and accrued expenses	57,012
Accrued interest payable	7,477,407
Unearned revenue	5,000
Noncurrent liabilities:	
Due within one year	270,000
Due in more than one year	32,035,000
Total liabilities	<u>39,844,419</u>
<b>Net Position:</b>	
Net investment in capital assets	6,980,301
Unrestricted	<u>(5,258,508)</u>
Total net position	<u><u>\$ 1,721,793</u></u>

The accompanying Notes to Financial Statements are an integral part of this statement.

PASEO COMMUNITY DEVELOPMENT DISTRICT

**STATEMENT OF ACTIVITIES**

Year Ended September 30, 2018

<b>Functions/Programs</b>	<b>Expenses</b>	<b>Program Revenue</b>		<b>Net (Expense) Revenue and Changes in Net Position</b>
		<b>Charges for Services</b>	<b>Operating Grants and Contributions</b>	
<b>Governmental activities:</b>				
General government	\$ 657,783	\$ 443,373	\$ -	\$ (214,410)
Maintenance and operations	1,973,362	1,330,127	-	(643,235)
Parks and recreation	191,569	129,125	-	(62,444)
Interest on long-term debt	2,083,395	863,985	51,398	(1,168,012)
Total governmental activities	<u>\$ 4,906,109</u>	<u>\$ 2,766,610</u>	<u>\$ 51,398</u>	<u>(2,088,101)</u>
General Revenues:				
Miscellaneous income				19,025
Special Item:				
Gain on bond cancellation				1,533,296
Total general revenues and special item				<u>1,552,321</u>
Change in net position				(535,780)
Net Position - beginning				<u>2,257,573</u>
Net Position - ending				<u>\$ 1,721,793</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

PASEO COMMUNITY DEVELOPMENT DISTRICT

**BALANCE SHEET**  
**GOVERNMENTAL FUNDS**

September 30, 2018

	<u>General</u>	<u>Debt Service</u>	<u>Total Governmental Funds</u>
<b>Assets:</b>			
Cash	\$ 1,206,167	\$ -	\$ 1,206,167
Investments	-	1,064,429	1,064,429
Prepaid costs	27,595	-	27,595
Deposits	12,966	-	12,966
Total assets	<u>\$ 1,246,728</u>	<u>\$ 1,064,429</u>	<u>\$ 2,311,157</u>
<b>Liabilities and Fund Balances:</b>			
Liabilities:			
Accounts payable and accrued expenses	\$ 57,012	\$ -	\$ 57,012
Unearned revenue	5,000	-	5,000
Total liabilities	<u>62,012</u>	<u>-</u>	<u>62,012</u>
Fund Balance:			
Nonspendable-prepaid costs and deposits	40,561	-	40,561
Restricted for debt service	-	1,064,429	1,064,429
Assigned for capital reserves	303,888	-	303,888
Unassigned	840,267	-	840,267
Total fund balances	<u>1,184,716</u>	<u>1,064,429</u>	<u>2,249,145</u>
Total liabilities and fund balances	<u>\$ 1,246,728</u>	<u>\$ 1,064,429</u>	

**Amounts reported for governmental activities in the statement of net position are different because:**

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. 39,193,436

Deferred charges on refunding of long-term debt are shown as deferred outflows/inflows of resources in the government-wide financial statements; however, this amount is expensed in the governmental fund financial statements. 61,619

Liabilities not due and payable from current available resources are not reported in governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide statements.

Accrued interest payable	(7,477,407)	
Bonds payable	<u>(32,305,000)</u>	<u>(39,782,407)</u>
Net Position of Governmental Activities (page 7)		<u>\$ 1,721,793</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

PASEO COMMUNITY DEVELOPMENT DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**

Year Ended September 30, 2018

	<b>General</b>	<b>Debt Service</b>	<b>Total Governmental Funds</b>
<b>Revenues:</b>			
Special assessments	\$ 1,902,625	\$ 862,578	\$ 2,765,203
Special assessments - prepayments	-	1,407	1,407
Investment and miscellaneous income	19,025	51,398	70,423
Total revenues	1,921,650	915,383	2,837,033
<b>Expenditures:</b>			
Current:			
General government	210,314	447,469	657,783
Maintenance and operations	1,153,649	-	1,153,649
Parks and recreation	235,148	-	235,148
Debt service:			
Interest	-	346,938	346,938
Principal	-	2,954,731	2,954,731
Total expenditures	1,599,111	3,749,138	5,348,249
<b>Excess (Deficit) of Revenues Over Expenditures</b>	322,539	(2,833,755)	(2,511,216)
<b>Other Financing Sources (Uses):</b>			
Transfers in	-	17,628	17,628
Transfers out	(17,628)	-	(17,628)
Total other financing sources (uses)	(17,628)	17,628	-
Net change in fund balances	304,911	(2,816,127)	(2,511,216)
<b>Fund Balances - beginning of year</b>	879,805	3,880,556	4,760,361
<b>Fund Balances - end of year</b>	\$ 1,184,716	\$ 1,064,429	\$ 2,249,145

The accompanying Notes to Financial Statements are an integral part of this statement.

PASEO COMMUNITY DEVELOPMENT DISTRICT

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE  
STATEMENT OF ACTIVITIES**

Year Ended September 30, 2018

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Net Change in Fund Balances - total governmental funds (page 10)	\$	(2,511,216)
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Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources; however, in the statement of net position the cost is recorded as capital assets. Depreciation on capital assets is not recognized in the governmental fund statement, however it is reported as an expense in the statement of activities.

Capital outlay	43,579	
Depreciation expense	<u>(819,713)</u>	(776,134)

Gain on bond cancellation that does not provide current financial resources is not reported as revenue in governmental funds.	1,533,296
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Repayments of long-term liabilities are reported as expenditures in governmental funds, while repayments reduce long-term liabilities in the statement of net position.	2,954,731
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Accretion of interest is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(546,098)
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest	(1,186,951)	
Amortization of deferred charge on refunding	<u>(3,408)</u>	<u>(1,190,359)</u>

Change in Net Position of Governmental Activities (page 8)	<u>\$</u>	<u>(535,780)</u>
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The accompanying Notes to Financial Statements are an integral part of this statement.

PASEO COMMUNITY DEVELOPMENT DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL - GENERAL FUND**

Year Ended September 30, 2018

	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
<b>Revenues:</b>				
Special Assessments	\$ 1,894,641	\$ 1,894,641	\$ 1,902,625	\$ 7,984
Investment and miscellaneous income	-	-	19,025	19,025
Total revenues	1,894,641	1,894,641	1,921,650	27,009
<b>Expenditures:</b>				
Current:				
General government	217,111	217,111	210,314	6,797
Maintenance and operations	2,069,300	2,069,300	1,153,649	915,651
Parks and recreation	10,000	10,000	235,148	(225,148)
Total expenditures	2,296,411	2,296,411	1,599,111	697,300
Excess (Deficit) of revenues				
Over Expenditures	(401,770)	(401,770)	322,539	724,309
<b>Other Financing Sources (Uses):</b>				
Transfers out	-	-	(17,628)	(17,628)
Total other financing sources (uses)	-	-	(17,628)	(17,628)
Net change in fund balance	(401,770)	(401,770)	304,911	706,681
Fund Balance - beginning of year	879,805	879,805	879,805	-
Fund Balance - end of year	\$ 478,035	\$ 478,035	\$ 1,184,716	\$ 706,681

The accompanying Notes to Financial Statements are an integral part of this statement.

## **NOTES TO FINANCIAL STATEMENTS**

PASEO COMMUNITY DEVELOPMENT DISTRICT

**NOTES TO FINANCIAL STATEMENTS**

Year Ended September 30, 2018

**Note 1 - Summary of Significant Accounting Policies:**

**Reporting Entity**

The *Paseo Community Development District*, (the "District") was established on November 15, 2004 by the City of Fort Myers, Florida, Ordinance No. 3243, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, the power to borrow money and issue bonds, and the power to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors (the "Board"), which is composed of five members. The Supervisors are elected on an at large basis by qualified electors residing in the District. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the final responsibility for, among other things:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements 14, 39 and 61. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no excluded entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**Government-Wide and Fund Financial Statements**

The financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.



PASEO COMMUNITY DEVELOPMENT DISTRICT

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 1 - Summary of Significant Accounting Policies (Continued):**

**Government-Wide and Fund Financial Statements (Continued):**

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants, contributions and investment income that are restricted to meeting the operational or capital requirements of a particular function or segment and 3) operating-type special assessments that are treated as charges for services (including assessments for maintenance and debt service). Other items not included among program revenues are reported instead as *general revenues*.

**Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified *accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance assessments are typically levied by the District prior to the start of the fiscal year which begins October 1<sup>st</sup> and ends on September 30<sup>th</sup>. Operation and maintenance special assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District.

PASEO COMMUNITY DEVELOPMENT DISTRICT  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 1 - Summary of Significant Accounting Policies (Continued):**

**Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued):**

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds.

**General Fund** - is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Debt Service Fund** - accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

**Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance**

**Restricted Assets** - These assets represent cash and investments set aside pursuant to bond covenants.

**Deposits and Investments** - The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.

**Receivables** - All receivables are shown net of an allowance for uncollectible accounts.

PASEO COMMUNITY DEVELOPMENT DISTRICT

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 1 - Summary of Significant Accounting Policies (Continued):**

**Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance (Continued):**

**Prepaid Items** - Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

**Capital Assets** - Capital assets, which include property, plant, equipment and infrastructure assets (e.g., stormwater facilities, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<b>Assets</b>	<b>Years</b>
Infrastructure and Improvements	37
Furniture and Equipment	5

**Long Term Obligations** - In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of premiums or discounts. Issuance costs are reported as an expense.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 1 - Summary of Significant Accounting Policies (Continued):**

**Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance (Continued):**

**Deferred Outflows/Inflows of Resources** - In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has one item that qualifies for reporting in this category for the year ended September 30, 2018. It is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2018.

**Net Position Flow Assumption** - Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

**Fund Balance Flow Assumptions** - Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

PASEO COMMUNITY DEVELOPMENT DISTRICT  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 1 - Summary of Significant Accounting Policies (Continued):**

**Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance (Continued):**

**Fund Balance Policies** - Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the government that can, by adoption of an ordinance or resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance or resolution remains in place until a similar action is taken to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors has authorized the District Manager to assign amounts for specific purposes. The Board of Supervisors may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above an additional action is essential to either remove or revise a commitment.

**Other Disclosures**

**Use of Estimates** - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

PASEO COMMUNITY DEVELOPMENT DISTRICT  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 2 - Stewardship, Compliance and Accountability:**

**Budgetary Information**

The District is required to establish a budgetary system and an approved annual budget for the General Fund. Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at the fiscal year end. The legal level of budgetary control is at the fund level. Any budget amendments that increase the aggregate budgeted appropriations, at the fund level, must be approved by the Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
2. A public hearing is conducted to obtain comments.
3. Prior to October 1, the budget is legally adopted by the District Board.
4. All budget changes must be approved by the District Board.
5. The budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.
6. The appropriation resolution authorizes District staff to initiate budget reclassifications.

**Note 3 - Deposits and Investments:**

**Deposits**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

PASEO COMMUNITY DEVELOPMENT DISTRICT  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 3 - Deposits and Investments (Continued):**

**Investments**

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset.

Under GASB 72, assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

The District has the following recurring fair value measurements as of September 30, 2018:

- Money market mutual funds of \$1,004,429 are valued using Level 2 inputs.

Instead of establishing a written investment policy, the District elected to limit investments to those approved by Florida Statutes and the District Trust Indenture. Authorized District investments include:

1. The Local Government Surplus Funds Trust Fund (SBA);
2. Securities and Exchange Commission Registered Money Market Funds with the highest credit quality rating from a nationally recognized rating agency;
3. Interest-bearing time deposits or savings accounts in qualified public depositories;
4. Direct obligations of the U.S. Treasury.

Investments made by the District at September 30, 2018 are summarized below. In accordance with GASB 31, investments are reported at fair value.

<b>Investment Type</b>	<b>Fair Value</b>	<b>Credit Rating</b>	<b>Weighted Average Maturity</b>
Fidelity Government	\$ 139,902	AAAm	36 days
First American Treasury Obligation Fund, Class Z	864,527	AAAm	18 days
	<u>\$ 1,004,429</u>		

PASEO COMMUNITY DEVELOPMENT DISTRICT

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 4 - Capital Assets:**

Capital asset activity for the year ended September 30, 2018 was as follows:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Disposals</b>	<b>Ending Balance</b>
<b>Governmental Activities:</b>				
Capital Assets Not Being Depreciated:				
Land	\$ 18,002,328	\$ -	\$ -	\$ 18,002,328
Capital Assets Being Depreciated:				
Infrastructure and improvements	29,921,681	6,314	-	29,927,995
Furniture and equipment	15,000	37,265	-	52,265
Total capital assets being depreciated	<u>29,936,681</u>	<u>43,579</u>	<u>-</u>	<u>29,980,260</u>
Less Accumulated Depreciation for:				
Infrastructure and improvements	(7,964,439)	(815,932)	-	(8,780,371)
Furniture and equipment	<u>(5,000)</u>	<u>(3,781)</u>	<u>-</u>	<u>(8,781)</u>
Total accumulated depreciation	<u>(7,969,439)</u>	<u>(819,713)</u>	<u>-</u>	<u>(8,789,152)</u>
Total capital assets being depreciated, net	<u>21,967,242</u>	<u>(776,134)</u>	<u>-</u>	<u>21,191,108</u>
Governmental activities capital assets, net	<u>\$ 39,969,570</u>	<u>\$ (776,134)</u>	<u>\$ -</u>	<u>\$ 39,193,436</u>

Depreciation expense for 2018 was charged to maintenance and operations.

The infrastructure intended to serve the District has been estimated as a total cost of approximately \$53,282,000. A portion of the project costs was financed with the proceeds from the issuance of Bonds. Phase I of the project is essentially complete and Phase II will be funded by the Developer and conveyed to the District. Upon completion, infrastructure will be conveyed to other entities, for ownership and maintenance responsibilities, in the future.



PASEO COMMUNITY DEVELOPMENT DISTRICT  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 5 - Long-Term Liabilities:**

Capital Improvement Revenue Bonds, Series 2005

On June 16, 2005, the District issued \$33,405,000 of Capital Improvement Revenue Bonds Series 2005, consisting of \$12,405,000 Term Bonds Series 2005A due on May 1, 2036 with a fixed interest rate of 5.4% and \$21,000,000 Term Bonds Series 2005B due on May 1, 2010 with a fixed interest rate of 4.875%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of certain property within the District. Interest is due semiannually on each May 1 and November 1. Principal on the Series 2005A Bonds is due annually commencing May 1, 2006 through May 1, 2036. The Series 2005B Bonds matured on May 1, 2010. As discussed below, the Bonds were restructured in a prior fiscal year, and a portion of the Series 2005 Bonds was exchanged for the Series 2011A-1 and Series 2011A-2 Bonds. The District's payment obligations for the unexchanged Series 2005 Bonds are now subordinate to the District's payment obligations related to the Series 2011 Bonds. Total principal and interest remaining on the Series 2005 Bonds as of September 30, 2018 is \$26,240,723.

Capital Improvement Revenue Bonds, Series 2006

On February 9, 2006, the District issued \$20,260,000 of Capital Improvement Revenue Bonds, Series 2006 with a fixed interest rate of 5.0%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of certain property within the District. Interest is due semiannually on each May 1 and November 1. The Series 2006 Bonds matured on February 1, 2011. As discussed below, the Bonds were restructured in a prior fiscal year, and a portion of the Series 2006 Bonds was exchanged for the Series 2011A-1 and Series 2011A-2 Bonds. The District's payment obligations for the unexchanged Series 2006 Bonds are now subordinate to the District's payment obligations related to the Series 2011 Bonds. Total principal and interest remaining on the Series 2006 Bonds as of September 30, 2018 is \$9,785,623.

Capital Improvement Revenue Bonds, Series 2011

Due to market conditions affecting the absorption of the project, the assessment securing the Series 2005 and Series 2006 Bonds were delinquent. As a result, certain scheduled debt service payments due, including matured Series 2005B Bonds and Series 2006 Bonds, were not paid. In October 2011, the District entered a restructuring agreement with the Developer (see Note 6). In November 2011, pursuant to the restructuring agreement, the District issued \$4,040,000 of Capital Improvement Revenue Bonds, Series 2011A-1 and \$15,184,032 in initial principal of Series 2011A-2 Capital Improvement Revenue Bonds, Series 2011A-2. The Series 2011A-1 Bonds are due on May 1, 2036 with a fixed interest rate of 5.4%. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2012 through May 1, 2036. The series 2011A-2 Bonds are initially convertible capital appreciation Bonds with a fixed interest rate of 5.4% and an expected maturity date of May 1, 2036. The maximum accreted value of the Series 2011A-2 Bonds at the maturity date is expected to be \$55,945,000.

PASEO COMMUNITY DEVELOPMENT DISTRICT

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 5 - Long-Term Liabilities (Continued):**

Capital Improvement Revenue Bonds, Series 2011 (Continued)

The Series 2011A-2 Bonds will accrete interest until the conversion date. The Series 2011A-2 Bonds will convert to current interest the first May 1 or November 1 following the mandatory conversion date, when end user assessments plus amounts on deposits in the prepayment account equals the accreted value of the Bonds. The Bonds are also subject to optional conversion at the option of a majority of the Bondholders if certain events occur as outlined in the Bond Indenture.

The Series 2011A-1 Bonds are subject to redemption at the option of the District, at a redemption price as set forth in the Bond Indenture on or after May 1, 2015. The Series 2011A-2 Bonds are subject to redemption at the option of the District prior to maturity. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occur as outlined in the Bond Indenture. This occurred during prior fiscal years, the District collected assessments from lot closings and prepaid \$4,992,881 of the Series 2011A-2 Bonds.

During 2018, the Series 2011A-2 Bonds were converted from capital appreciation bonds to current interest bonds. At the date of conversion, the District prepaid \$2,533,150 of Series 2011A-2 Bonds, and converted the remaining balance to \$6,300,000 of current interest bonds. As a result of this transaction, the District recognized a \$1,533,296 gain on the cancellation of bonds.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirement as defined in the Indenture. The requirement has been met at September 30, 2018.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed 1) to collect special assessments in annual installments adequate to provide payment of debt service and 2) to meet the reserve requirements. Payment of the principal and interest on the Bonds is secured by a pledge of and first lien upon the pledged special assessment revenue. The District is in compliance with requirements of the Bond Indenture.

Total principal and interest remaining on the Series 2011 Bonds as of September 30, 2018 is \$15,282,075. For the year ended September 30, 2018, interest and principal paid was \$3,301,669. Total special assessment revenue pledged was \$863,985 in the current year.

PASEO COMMUNITY DEVELOPMENT DISTRICT

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 5 - Long-Term Liabilities (Continued):**

**Bond Exchange and Restructuring**

To cure certain payment defaults under the Series 2005 and Series 2006 Bonds, the Series 2011 Bonds were issued in exchange for \$5,400,000, \$7,310,000 and \$6,515,000 of the Capital Improvement Revenue Bonds, Series 2005A, Series 2005B and Series 2006, respectively. The unexchanged Bonds totaling \$6,355,000, \$8,615,000 and \$7,675,000 for the Series 2005A, Series 2005B and Series 2006 Bonds, respectively, remain outstanding. The District's payment obligations with respect to the unexchanged Bonds will be 1) subordinate to the payment obligations with respect to the Series 2011 Bonds, and 2) the rights and remedies of the holders of the unexchanged Bonds will be modified so that a) no default under the prior Bond Indentures with respect to the unexchanged Bonds shall constitute a default with respect to the Series 2011 Bonds, and b) upon the occurrence and continuation of an event of default with respect to the unexchanged Bonds, the trustee or owner of the unexchanged Bonds are only entitled to enforce remedies available under Florida Law and under prior Bond Indentures that do not or will not adversely affect the owners of the Series 2011 Bonds.

In connection with the issuance of the Series 2011 Bonds in exchange for a portion of the Series 2005A, Series 2005B and Series 2006 Bonds, the obligation to pay certain delinquent accrued interest amounts was released by the Bondholders in a prior fiscal year. In addition, certain matured principal and interest payments were no longer considered due and payable. The reserve requirement for the Series 2005A, Series 2005B and Series 2006 Bonds was also eliminated. The unexchanged Bonds are to be paid from remaining lot sale proceeds/true up payments received pursuant to the restructuring agreement after payments on the Series 2011 Bonds. As such, there are no scheduled payments due on the unexchanged Series 2005 and Series 2006 Bonds. Unpaid interest on the Series 2005 and Series 2006 Bonds of \$6,881,406 is included in interest payable on the government-wide financial statements. For purposes of the maturity schedule below, the unexchanged principal balances on the Series 2005A, Series 2005B and Series 2006 Bonds are shown as due on May 1, 2036, the final date associated with the Series 2011 Bonds.

In conjunction with the restructuring of the Bonds, a restructuring expense and a remedial expense account were established. No expenditures recorded in the current year.

Long-term debt activity for the year ended September 30, 2018 was as follows:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance</b>	<b>Due Within One Year</b>
<b>Governmental activities:</b>					
Bonds Payable:					
Series 2005	\$ 14,970,000	\$ -	\$ -	\$ 14,970,000	\$ -
Series 2006	7,675,000	-	-	7,675,000	-
Series 2011A-1	3,470,000	-	(110,000)	3,360,000	115,000
Series 2011A-2	10,131,929	546,098	(4,378,027)	6,300,000	155,000
Governmental activity long-term liabilities	<u>\$ 36,246,929</u>	<u>\$ 546,098</u>	<u>\$ (4,488,027)</u>	<u>\$ 32,305,000</u>	<u>\$ 270,000</u>

PASEO COMMUNITY DEVELOPMENT DISTRICT

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 5 - Long-Term Liabilities (Continued):**

At September 30, 2018, the scheduled debt service requirements on the bonds payable, excluding matured amounts, were as follows:

<b>Year Ending September 30,</b>	<b>Governmental Activities</b>	
	<b>Principal</b>	<b>Interest</b>
2019	\$ 270,000	\$ 422,415
2020	350,000	507,060
2021	365,000	488,160
2022	390,000	468,450
2023	410,000	447,390
2024 - 2028	2,410,000	1,879,470
2029 - 2033	3,140,000	1,153,980
2034 - 2037	24,970,000	13,636,498
	<u>\$ 32,305,000</u>	<u>\$ 19,003,423</u>

**Note 6 - Restructuring Agreement:**

As discussed in Note 5, in October 2011, the District entered a Restructuring Agreement with the Trustees, the Developer and Wells Fargo Bank, who holds a mortgage on the property securing the Bonds and is providing financing to the Developer for certain improvements. Under the agreement, which cured the defaults in certain payments on the Series 2005 and Series 2006 Bonds, the original Series 2005 and Series 2006 Bonds and related assessments were restructured to allow for continued development of the project. Under the restructuring plan, certain Bondholders agreed to surrender a portion of the Series 2005 and Series 2006 Bonds in exchange for Series 2011 Bonds. Under the agreement, the assessments securing the Bonds were restructured resulting in the write-off of certain past due amounts. In addition, at each closing of a residential unit between the Developer and an unrelated third party, a flat or adjusted true-up payment is to be remitted to the District. At the end of the annual assessment period, the Developer agreed to pay an annual shortfall amount representing the difference between the aggregate amounts of these payments and \$500,000. The Developer provided a two-year development plan to the Bondholders for the project for review and approval with updates to be provided to the Trustee. In addition, the District entered an Acquisition and Completion Agreement with the Developer whereby the Developer will fund and/or construct certain improvements within the District and convey them to the District.

PASEO COMMUNITY DEVELOPMENT DISTRICT

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

Year Ended September 30, 2018

**Note 7 - Developer Transactions:**

The Developer owns a portion of land within the District; therefore, assessment revenue in the general and debt service funds included the assessments levied on those lots owned by the Developer.

**Note 8 - Management Company:**

The District has contracted with a management company to perform management services, which include financial and accounting services as well as clubhouse management services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreements, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

**Note 9 - Risk Management:**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance from independent third parties. The District has not filed any claims under this commercial coverage during the last three years.

**Note 10 - Subsequent Events:**

In November 2018, the District issued \$9,625,000 Capital Improvement Revenue and Refunding Bonds, Series 2018 to refund the Series 2011A-1 and Series 2011A-2 Bonds.

## **COMPLIANCE SECTION**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN  
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
*Paseo Community Development District*

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of the *Paseo Community Development District* (the "District") as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 28, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations and contracts, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*McDiarmid Davis & Company, LLC*

Orlando, Florida  
June 28, 2019



## **MANAGEMENT COMMENTS**

Board of Supervisors  
*Paseo Community Development District*

### **Report on the Financial Statements**

We have audited the financial statements of the *Paseo Community Development District*, (the "District") as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated June 28, 2019.

### **Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

### **Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 28, 2019, should be considered in conjunction with this management letter.

### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

### **Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to financial statements. This information has been disclosed in the notes to the financial statements.

## **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

## **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

## **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*McDiernit Davis & Company, LLC*

Orlando, Florida  
June 28, 2019

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH  
THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

Board of Supervisors  
*Paseo Community Development District*

We have examined Paseo Community Development District's (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2018. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

*McDirmit Davis & Company, LLC*

Orlando, Florida  
June 28, 2019

To the Board of Supervisors  
*Paseo Community Development District*

We have audited the financial statements of Paseo Community Development District (the "District") as of and for the year ended September 30, 2018, and have issued our report thereon dated June 28, 2019. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated February 11, 2016, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.

## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There have been no initial selections of accounting policies and no changes in significant accounting policies or their application during 2018. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of depreciation is based on the estimated useful lives of the capital assets. We evaluated the key factors and assumptions used to develop the depreciation estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management estimated an allowance for uncollectible receivables to reserve for amounts that had not yet been collected. We evaluated this estimate and determined that it is reasonable in relation to the financial statements taken as a whole.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the District's financial statements were:

The disclosure on bond exchange and restructuring.

## **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

## **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has correct all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

## **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

## **Representations Requested from Management**

We have requested certain written representations from management, which are included in the attached letter dated June 28, 2019.

## **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

## **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

This report is intended solely for the information and use of the Board of Supervisors and management of the District and is not intended to be and should not be used by anyone other than these parties.

*McDiarmid Davis & Company, LLC*

Orlando, Florida  
June 28, 2019

# PASEO COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 9530 Marketplace Road, Suite 206, Ft. Myers, FL 33912

June 28, 2019

McDermitt Davis & Company, LLC  
934 North Magnolia Ave., Suite 100  
Orlando, FL 32803

This representation letter is provided in connection with your audit of the governmental activities and each major fund of Paseo Community Development District as of September 30, 2017 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, and results of operations of the various opinion units of Paseo Community Development District in conformity with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of June 28, 2019.

## **Financial Statements**

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated February 11, 2016 for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- There is no summary of unrecorded misstatements since all adjustments proposed by the auditor, material and immaterial, have been recorded
- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, and GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Special items and extraordinary items have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- We have reviewed capital assets and infrastructure for impairment whenever events or changes in circumstances have indicated that the carrying amount of the assets might not be recoverable and have appropriately recorded the adjustment, if necessary.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
  - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
  - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
  - The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.



- There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

## Information Provided

- We have provided you with:
  - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
  - Additional information that you have requested from us for the purpose of the audit; and
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
- We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- Paseo Community Development District has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which Paseo Community Development District is contingently liable.
- We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70. *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the District will make a payment on any guarantee.
- For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year.

Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.

- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
  - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
  - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
  - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- Paseo Community Development District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- With regard to nonaudit services performed by you (financial statement preparation), we acknowledge and accept our responsibility to:
  - Assume all management responsibilities;
  - Assign a competent individual to oversee the services;
  - Evaluate the adequacy and results of the services performed; and
  - Accept responsibility for the result of the services

Signed: 

Title: Manager, District Accounting Services

# Tab 3

**TIMO BROTHERS, INC.**  
**INTERLOCKING PAVERS**  
**AND CONCRETE**

**TO:** Barraco And Associates, Inc.  
2271 McGregor Blvd. Suite 100  
Fort Myers, FL 33901  
461-3170

**DATE:** 6/25/2019

[dougt@barraco.net](mailto:dougt@barraco.net)

**RE:** Paver Repairs

**PROPOSAL**

**REPAIRS / PER LOCATION FROM PAVER REPAIR EXHIBIT PLANS PROVIDED BY BARRACO**

**PLANS**

Pg. 2	3 MEN 1 HR	\$225.00
Pg. 3	3 MEN 1 HR	\$225.00
Pg. 4	3 MEN 2 HRS	\$450.00
Pg. 5	3 MEN 2 HRS	\$450.00
Pg. 6	3 MEN 4HRS	\$900.00
Pg. 7	3 MEN 3 HRS	\$675.00
Pg. 8	3 MEN 6 HRS	\$1,350.00
Pg. 9	3 MEN 2 HRS	\$450.00
Pg. 10	3 MEN 3 HRS	\$675.00
Pg. 11	3 MEN 1 HR	\$225.00
Pg. 12	3 MEN 3 HRS	\$675.00
Pg. 13	3 MEN 3 HRS	\$675.00
Pg. 14	3 MEN 1 HR	\$225.00
Pg. 15	3 MEN 1 HR	\$225.00
Pg. 16	3 MEN 6 HRS	\$1,350.00
Pg. 17	3 MEN 1 HR	\$225.00
Pg. 18	3 MEN 6 HRS	\$1,350.00

REPAIR LABOR	<b>\$10,350.00</b>
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MISC LABOR	<b>\$2,000.00</b>
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MATERIALS	<b>\$1,200.00</b>
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<b>TOTAL MATERIAL AND LABOR</b>	<b>\$13,550.00</b>
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**MISC. LABOR**

*Existing pavers are no longer available as a color or size match. All additional required repair pavers will need to be lifted from other existing areas and used for repairs, then replaced with new.*

# Tab 4



## BLAST OFF MOBILE DUSTLESS BLASTING LLC

[www.BlastoffMobileBlasting.com](http://www.BlastoffMobileBlasting.com)

WE BRING THE POWER OF OUR DUSTLESS MEDIA BLASTING  
EQUIPMENT TO YOUR LOCATION.

Date: 06/30/19

Customer: Paseo Community Development

Customer location: 11611 Paseo Grande Blvd.

Contact Person: Belinda Blandon

Contact Phone: 786-487-8400

Contact Email: Bblandon@rizzetta.com

### PROJECT

1. BLAST OFF to prep all areas where blasting and painting will be done.
2. BLAST OFF to remove all powder coating, rust, and corrosion from all railings surrounding 4 gazebos in community development using Black Beauty 40/70 recycled bottle glass. NOTE: All blasting media is ECO friendly and environmentally safe. MDS supplied with quote.
3. BLAST OFF to treat all bare metal with SR-17 to prevent any future rust or corrosion. SR-17 will also will increase paint adhesion and extend the life of the paint by eliminating contaminants which cause premature paint failure. MDS supplied with quote.
4. BLAST OFF will then primer all treated metal with Sherwin Williams AIC 2 part epoxy. MSD supplied with quote.
5. BLAST OFF will then top coat all primer metal with Sherwin Williams top of the line Genesis G2 color SK 1500. MSD supplied with quote.
6. BLAST OFF to clean up and remove trash (tape, plastic sheeting, media paper bags).
7. Project should take 4 weeks to complete.

### NOTES

BLAST OFF is a licensed and insured company with over 30+ years of blasting and painting experience. BLAST OFF only uses high end top quiality products to give our customers the service and quiality they expect. All our materials can be checked on line by brand name.

BLAST OFF does not collect sales tax. All sales tax on all materials used on this project are to be paid by BLAST OFF.

All equipment, materials, and labor.

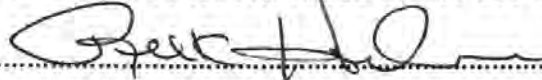
TOTAL \$42,500.00

### TERMS

A deposit of \$10,000.00 is required to cover all media and custom mixed paint before start of this project. Remaining balance is due upon completion of this project with a check made payable to BLAST OFF LLC.

All proof of insurance, W-9 and Workers Comp. can be provided before start of this project.

SIGNATURE OF AUTHORIZED BLAST OFF REPRESENTATIVE

.....DATE 6/30/19

SIGNATURE OF AUTHORIZED PASEO GRANDE COMM. REPRESENTATIVE

.....DATE.....



SK1500







# SAFETY DATA SHEET

## SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

### 1.1 Product identifier

Product Name

BALLOTINI IMPACT BEADS

### 1.2 Relevant identified uses of the substance or mixture and uses advised against

Identified use(s)

Impact abrasive

### 1.3 Details of the supplier of the safety data sheet

Company Identification

Potters Industries LLC

P. O. Box 841

Valley Forge, PA 19482 USA

Telephone

+1 610-651-4700

E-Mail (competent person)

sds.uk@pqcorp.com

### 1.4 Emergency telephone number

Emergency Phone No.

Potters Industries LLC +1 610-651-4200

ChemTrec (800) 424-9300

## SECTION 2: HAZARDS IDENTIFICATION

### 2.1 Classification of the substance or mixture

GHS Classification

Not classified as dangerous for supply/use.

EC Classification

Not classified as dangerous for supply/use.

Hazards summary

Dust may cause irritation. Caution - spillages may be slippery. When used for abrasive blasting, this material can rebound or fragment into sharp particles which are hazardous to the eyes and skin. Noise is a major hazard in abrasive blasting processes. Abrasive blasting can generate heat, sparks, and static electrical charge.

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Regulation (EC) No. 1272/2008 (CLP)

Ingredient(s)	%W/W	CAS No.	EINECS No. / REACH Registration	Hazard symbol(s) and hazard statement(s)
Glass oxide; Glass	100	65997-17-3	2660460	Not classified.

## SECTION 4: FIRST AID MEASURES

### 4.1 Description of first aid measures

Eye Contact

Irrigate with eyewash solution or clean water, holding the eyelids apart, for at least 15 minutes. If symptoms persist, obtain medical attention.

Skin Contact

Wash affected skin with plenty of water. If symptoms occur obtain medical attention.

Inhalation

In case of accident by inhalation: remove casualty to fresh air and keep at rest. If symptoms develop, obtain medical attention.

Ingestion

Do not induce vomiting. Get immediate medical advice/attention.

**4.2 Most important symptoms and effects, both acute and delayed**

Dust may cause irritation. Caution - spillages may be slippery.  
Dust may cause discomfort and mild irritation.

**SECTION 5: FIRE-FIGHTING MEASURES****5.1 Extinguishing media**

Suitable Extinguishing Media

As appropriate for surrounding fire.

Unsuitable extinguishing Media

None known.

**5.2 Special hazards arising from the substance or mixture**

Non-combustible.

**SECTION 6: ACCIDENTAL RELEASE MEASURES****6.1 Personal precautions, protective equipment and emergency procedures**

Wear suitable protective clothing. Wear eye/face protection.

**6.3 Methods and materials for containment and cleaning up**

Caution - spillages may be slippery. Avoid generation of dust.  
Sweep or preferably vacuum up and collect in suitable containers for recovery or disposal.

**6.4 Reference to other sections**

Not applicable.

**SECTION 7: HANDLING AND STORAGE****7.1 Precautions for safe handling**

Avoid contact with eyes, skin and clothing. Avoid generation of dust. Wash thoroughly after handling.

Wear protective equipment to comply with good occupational hygiene practice.

Do not eat, drink or smoke at the work place.

**7.2 Conditions for safe storage, including any incompatibilities**

Keep container tightly closed and dry.

**7.3 Specific end use(s)**

Not applicable.

**SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION****8.1 Control parameters**

SUBSTANCE.	Occupational Exposure Limits
Glass oxide; Glass	No Occupational Exposure Limit assigned. 15mg/m3 total dust 5mg/m3 respirable (Particulates Not Otherwise Regulated)

**8.2 Exposure controls****8.2.1 Appropriate engineering controls**

Engineering methods to prevent or control exposure are preferred. Methods include process or personnel enclosure, mechanical ventilation (dilution and local exhaust), and control of process conditions.

**8.2.2 Personal Protection**

Respiratory protection

Wear suitable respiratory protective equipment if working in confined spaces with inadequate ventilation or where there is any risk of the exposure limits being exceeded. Observe OSHA regulations for abrasive blasting (29 CFR 1910.94) respirator use (29 C.F.R. §1910.134).

Eye/face protection

Goggles.

Skin protection

Wear suitable protective clothing and gloves. For example cotton or rubber.



## **SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES**

### **9.1 Information on basic physical and chemical properties**

Appearance	Glass Powder . White.
Odour	Odourless.
Odour Threshold (ppm)	Not applicable.
pH (Value)	Not applicable.
Freezing Point (°C)	Not applicable.
Melting Point (°C)	Approx 730 C
Boiling Point (°C)	Not applicable.
Flash Point (°C) [Closed cup]	Not applicable.
Evaporation rate	Not applicable.
Flammability (solid, gas)	Non-combustible.
Vapour Pressure (mm Hg)	Not applicable.
Vapour Density (Air=1)	Not applicable.
Solubility (Water)	Insoluble.
Partition Coefficient	Not applicable.
Auto Ignition Point (°C)	Not applicable.
Decomposition Temperature (°C)	Not applicable.
Viscosity (mPa. s)	Not applicable.
Explosive properties	Not applicable.
Oxidising Properties	Not applicable.

## **SECTION 10: STABILITY AND REACTIVITY**

10.1 Reactivity	Avoid contact with strong acids
10.2 Chemical stability	Stable.
10.3 Possibility of hazardous reactions	Not applicable.
10.4 Conditions to avoid	Not applicable.
10.6 Hazardous decomposition product(s)	None known.

## **SECTION 11: TOXICOLOGICAL INFORMATION**

### **11.1 Information on toxicological effects**

<b>Acute toxicity</b>	
Ingestion	The acute oral toxicity of this product has not been tested. A similar material was nontoxic to rats at 5,000 mg/kg.
Inhalation	May cause irritation to the respiratory system.
Skin Contact	Dust may cause mechanical irritation.
Eye Contact	Dust may cause mechanical irritation.
<b>Sensitisation</b>	Not sensitising.
<b>Carcinogenicity</b>	There are no known reports of carcinogenicity of nonfibrous glass. Components are not listed by IARC, NTP or OSHA as carcinogens.
<b>Reproductive toxicity</b>	No evidence of reproductive toxicity or developmental toxicity.

## **SECTION 12: ECOLOGICAL INFORMATION**

12.1 Toxicity	No environmental hazards have been reported or known.
12.2 Persistence and degradability	This material is persistent but inert in aquatic systems. It will not bioconcentrate up the food chain.
12.5 Results of PBT and vPvB assessment	Not classified as PBT or vPvB.
12.6 Other adverse effects	Not applicable



## **SECTION 13: DISPOSAL CONSIDERATIONS**

**13.1 Waste treatment methods** Product as supplied: The waste is considered to be non hazardous. Disposal should be in accordance with local, state or national legislation.

## **SECTION 14: TRANSPORT INFORMATION**

**14.2 Proper Shipping Name** NOT CLASSED AS DANGEROUS FOR TRANSPORT.

## **SECTION 15: REGULATORY INFORMATION**

**15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture**

TSCA Inventory Status: Reported/Included.

AICS Inventory Status: Reported/Included.

DSL/NDSL Inventory Status: Reported/Included.

There is no CERCLA Reportable Quantity for this material.

Contains no SARA Title III, Section 313 notification chemical present at or above the de minimus concentration.

German Water Hazard Classification VwVwS: WGK class 1 (low hazard to water).

HMIS: 0,0,0

## **SECTION 16: OTHER INFORMATION**

This SDS was last reviewed: 01/2014

The following sections contain revisions or new statements: All sections.

EC Classification No. 67/548/EEC Not classified as dangerous for supply/use.

GHS Classification Not classified as dangerous for supply/use.

Information contained in this publication or as otherwise supplied to Users is believed to be accurate and is given in good faith, but it is for the Users to satisfy themselves of the suitability of the product for their own particular purpose. Potters Industries gives no warranty as to the fitness of the product for any particular purpose and any implied warranty or condition (statutory or otherwise) is excluded except to the extent that exclusion is prevented by law. Potters Industries accepts no liability for loss or damage (other than that arising from death or personal injury caused by defective product, if proved), resulting from reliance on this information. Freedom under Patents, Copyright and Designs cannot be assumed.

## **SAFTY DATA SHEET**

LATEST REVISION DATE: February 3, 2016  
PREPARED BY: Craig T. Roberts

### **SECTION 1: PRODUCT IDENTIFICATION and COMPANY INFORMATION**

PRODUCT NAME: Skunk Rust  
Company Information: Sun Bright Coatings LLC  
2005 Bay Breeze Court  
Virginia Beach Virginia 23454  
  
Emergency Chem Tel: 1 800 255-3924  
Contract number: MIS5627205  
Company Contact: 1 757 621-9677 or [www.skunkrust.com](http://www.skunkrust.com)

### **SECTION 2: HAZARD IDENTIFICATION**

Emergency Overview: This product is not considered to be a carcinogen by GHS IARC, ACGIH, HTP, OR OSHA. Contact with this product may cause eye irritation but will not cause any long lasting damage. Contact with skin will cause medium to mild irritation.

GHS Label:



#### **Potential health effects**

Eye: Eye irritation but no damage.  
Skin: Medium to mild red skin irritation.  
Inhalation: Avoid inhalation of spray mist which will irritate mucus membrane.  
Ingestion: Irritation to mouth, throat and Stomach Do not ingest.  
HAZARD RATING: 1 = low  
KEY: 0 = LEAST  
3 = HIGH  
4 = EXTREME

### **SECTION 3 COMPOSITIONS AND INFORMATION ON INDREDIENTS**

Components  
Phosphoric Acid <25%

EMERGENCY PHONE NUMBER: (800) 424-9300

### **SECTION 4 FIRST AID MEASURES**

#### **First Aid Procedures**

Eye Contact: Flush eyes immediately with plenty of water for at least 20 minutes. Get Medical attention.  
Skin Contact: Wash with soap and water. Wash contaminated cloths before reuse. If skin irritation persists seek medical attention.  
Ingestion: Give two glasses of water and induce vomiting as directed by medical personnel.  
Inhalation: Move to fresh air until normal respiration returns. Get medical attention if breathing difficulties continue.  
General advice: Wear a fresh air respirator when spraying this product in confined spaces, keep area ventilated.

Sun Bright Coatings L.L.C.  
Virginia Beach Virginia  
[Craig@SkunkRust.com](mailto:Craig@SkunkRust.com)  
(757) 621-9677  
Copyrighted August 2015  
[www.skunkrust.com](http://www.skunkrust.com)

### **SECTION 5: FIRE AND EXPLOSION HAZARD DATA**

FLASH POINT:	N/A
FLAMMABILITY LIMITS IN AIR:	None
EXTINGUISHING MEDIA:	Water, Carbon Dioxide, Dry Chemical and Foam.
SPECIAL FIRE FIGHTING PROCEDURES:	Self-Contained Breathing Apparatus and Protective Clothing.
CONTAINERS:	Spraying with water will cause Frothing.

### **SECTION 6: SECTION ACCIDENTAL RELEASE MEASURES**

Personal protection:	Rubber gloves, eye protection, protective apron, water proof foot wear.
Clean up Methods: Small spills:	Wipe up with, soap, water and absorbent materials i. e. Cloths.
Large spills:	Neutralize with soda ash. 20 gallons or more will require absorbent inert material to soak up product. Dispose of as hazardous waste in accordance with the standards in your region. After removal flush contaminated area thoroughly with water.

### **SECTION 7 HANDLING AND STORAGE**

Handling:	Wear rubber gloves, eye protection. Skin contact is not a problem, wash skin. Eye contact flush eyes if irritation continues contact medical services.
Storage:	Protect product from freezing.

### **SECTION 8: EXPOSURE CONTROLS/ PERSONAL PROTECTION**

Facility protection:	Concrete should be protected from spillage with a chemical resistant coating. Nylon products should be protected. Product alone does not produce vapors.
Personal Protection:	Wear rubber gloves, eye protection/ goggles. Eye contact flush eyes seek medical attention. Protective clothing recommended. Skin contact is not a problem, wash skin. If product is being atomized (sprayed) in confined space the use of a fresh air respirator is required.

### **SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES**

Appearance Liquid:	Clear
Color:	None
Odor:	None
PH:	3
Freezing Point:	< 32
Boiling Point:	> 212 F (> 100 C)
Flammability:	None
Solubility:	Yes Soluble in water
VOC:	None

### **SECTION 10: CHEMICAL STABILITY AND REACTIVITY INFORMATION**

Chemical Stability:	Very Stable in temperature form 32 to 180 F (0 to 82.2 C)
Conditions to avoid:	None
Incompatible materials:	Concrete and Nylon (product will attack both)
Hazardous Decomposition products:	None

Sun Bright Coatings I., L., C.  
Virginia Beach Virginia  
Craig@SkunkRust.com  
(757) 621-9677  
Copyrighted August 2015  
www.skunkrust.com



## **SECTION 11: TOXICOLOGICAL INFORMATION**

Acute Effects: Inhalation can irritate mucus membrane lining the esophagus and/or nasal passages.

Chronic Effects: Prolong exposure and/or continuous exposure could cause chronic effects.

## **SECTION 12: ECOLOGICAL INFORMATION**

Ecotoxicity: This product is not hazardous to aquatic life.

Environmental Effects: Large spills could cause localized marine life loss. No long term effect.

## **SECTION 13: DISPOSAL CONSIDERATIONS**

Disposal instructions:

Concentrate: Dispose in accordance with all applicable regulations. This material must be disposed of as hazardous waste.

Ready To Use: Can be washed down the drain:

## **SECTION 14: TRANSPORTATION INFORMATION**

Basic shipping requirements: Item # 48580 Sub# 3 Class 8

UN Regulator Information

DOT Classification	8
TDG Classification	None
IMDG Class:	8
IATA-DGR Class	Not Regulated

## **SECTION 15: REGULATORY INFORMATION**

US Federal regulations All components are on the U.S. EPA TSCA Inventory list

Reportable Spill Quantity: > 2500 gallons in a 24 hour period

CERCLA (Superfund) Reportable quantity: None

SARA Title III: None

SARA 313: Not listed- contains no Ozone depleting substances

TSCA: Not listed

CA Prop 675: No known substances in this product causes cancer, birth defects or reproductive harm.

## **SECTION 16: OTHER INFORMATION**

Health rating: 1

Flammability rating: 0

Physical rating: 0

Personal Protection: B

Disclaimer: The information provide in the Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information relates only to the specific materials designated and may not be valid for such materials used in combination with any other materials or in any process, unless specified in the text. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release.

Sun Bright Coatings L.L.C.  
Virginia Beach Virginia  
Craig@SkunkRust.com  
(757) 621-9677  
Copyrighted August 2015  
www.skunkrust.com

## PRODUCT OVERVIEW

GENESIS® M is a high performance, low VOC, low HAP's, two component acrylic polyurethane topcoat. GENESIS® M is an easy-to-use, high gloss, extremely durable, chemical and solvent resistant coating system. GENESIS® G2 Series can be air-dried and force-dried and is available in solid colors and metallic colors. It is an extremely versatile product and is recommended for use on airline ground support equipment, beverage trucks, concrete trucks, DOT equipment, waste trucks, public transportation equipment and other applications. Additionally, GENESIS® M Polyurethane is specifically designed for manufacturers requiring excellent hiding and sag-resistance. Conveniently packaged 3:1 for a production friendly manufacturing environment.



### SUITABLE PRIMERS

- PRIME-SHIELD® Urethane Primer E2A820/W823
- 3.5/2.1 VOC DTM Epoxy Primers E2B931/W932/A933, E2A960/W963, NP75/NP74W
- DTM Urethane Primers E2W817/818/819, E2W805
- ULTRA-FILL II® Primer-Sealers S56, S57, S58
- ULTRA-FILL II® Primer-Surfacers P47
- ELEMENT SHIELD® Urethane Primer E2W840

**NOTE:** Not for use for immersion services. Not for use on surfaces with extended surface temperatures of 250°F or more.



### MIXING

3.5 VOC Mix



### APPLICATION

For Conventional Pressure Feed, apply 2 medium coats at a gun distance of 8-10 inches. Spray to hiding. For HLP, apply 1 full wet coat with 50% overlap, then apply a second coat in a cross-coat method. Recommended dry film thickness is 2.0-3.0 mils.

1. HVP: Adjust air pressure at cap to 8-10 psi.
2. Adjust air pressure at the gun to 50-55 psi for pressure feed applications with a fluid delivery of 8-12 ounces per minute.
3. Conventional: Adjust air pressure at the gun to 50-55 psi for pressure feed applications with a fluid delivery of 8-12 ounces per minute.



### DRYING SCHEDULE

Air Dry @ 75°F and 50% Relative Humidity:

	Unaccelerated	Accelerated (3 oz. GA1097 or 1 oz. GA1098 per sprayable gal)
Hand Slick	45 minutes	15 minutes
Dust free	2-3 hours	1 hour
Tack free	6-7 hours	3 ½ hours
Tape free	24 hours	3 ½ hours
Nib Sand	24+ hours	2 ½ hours



### PERSONAL PROTECTION

- Read all label directions before use.
- Refer to MSDS for specific information.
- Wear positive-air respirator when mixing and applying.
- For Professional Use Only.
- Wear a NIOSH approved dust particulate mask when sanding.
- Wear safety goggles, coveralls, and latex gloves when using product.





**SHERWIN-WILLIAMS®**  
Automotive Finishes

**GENESIS® M**  
3.5 VOC, Low HAPs,  
Low VOC Polyurethane  
G2 Series

## PRODUCT DATA SHEET

### SURFACE PREPARATION



- **Wash** surfaces with a mild detergent in hot water. Rinse well and wipe dry with a clean cloth.
- **Solvent clean** with appropriate Sherwin-Williams® surface cleaner and wipe dry with a clean cloth.
- **Sand** all areas to be refinished and featheredge all broken film areas.
- **Treat** bare metal with a Sherwin-Williams® conditioner or etching primer. Check local regulations to verify etching primers are VOC exempt.
- **Prime** with appropriate Sherwin-Williams® primer.



### SUITABLE PRIMERS

- PRIME-SHIELD® Urethane Primer E2A820/W823
- 3.5/2.1 VOC DTM Epoxy Primers E2B931/W932/A933, E2A960/W963, NP75/NP74W
- DTM Urethane Primers E2W817/818/819 E2W805
- ULTRA-FILL II® Primer-Sealers S56, S57, S58
- ULTRA-FILL II® Primer-Surfacers P47
- ELEMENT SHIELD® Urethane Primer E2W840

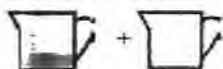
**NOTE:** Not for use for immersion services. Not for use on surfaces with extended surface temperatures of 250°F or more.



### MIXING

- Stir or shake GENESIS® M Polyurethane G2 Series thoroughly before mixing.
- For 3.5 VOC, mix by volume 3 parts Mixed Color with 1 part GH1093 Hardener.
- Stir thoroughly and strain before use.
- Pot life: 2 hours at 70°F.

#### 3.5 VOC Mix



3 Parts Mixed Color + 1 Part Hardener GH1093

#### NOTE:

- To speed cure time, add up to 3 ounces of Genesis® Accelerator GA1097 per sprayable gallon or up to 1 ounce of Genesis® Accelerator GA1098 per sprayable gallon. Pot life will be reduced to 1 hour. Refer to Drying Schedule section for dry times.



### APPLICATION

#### Overall

1. HVLP: Adjust air pressure at cap to 8-10 psi.
2. Adjust air pressure at the gun to 50-55 psi for pressure feed applications with a fluid delivery of 8-12 ounces per minute.
3. Conventional: Adjust air pressure at the gun to 50-55 psi for pressure feed applications with a fluid delivery of 8-12 ounces per minute.
4. Pressure/Siphon feed: Apply 2 medium coats at a gun distance of 8-10 inches. Spray to hiding. For HVLP, apply 1 full wet coat with 50% overlap, then apply a second coat in a cross-coat method. Recommended dry film thickness is 2.0-3.0 mils.

### EQUIPMENT

#### Gun Type

Conventional Siphon Feed  
Conventional Gravity Feed  
Conventional Pressure Feed  
HVLP Gravity Feed  
HVLP Pressure Feed

#### Nozzle

1.2-1.5 mm  
1.2-1.5 mm  
0.8-1.1 mm at 8-12 oz/min  
1.2-1.5 mm  
0.8-1.1 mm at 8-12 oz/min

#### Air Pressure

50-55 psi  
50-55 psi  
50-55 psi  
8-10 psi at cap  
8-12 psi at cap



**SHERWIN-WILLIAMS**  
Automotive Finishes

**GENESIS® M**  
3.5 VOC, Low HAPs,  
Low VOC Polyurethane  
G2 Series

## PRODUCT DATA SHEET

### RECOAT

- Without accelerator added, may be recoated with itself up to 48 hours. Must be scuffed after 48 hours unaccelerated.
- With accelerator added, must be scuffed or sanded after 24 hours air dry.

### DRYING SCHEDULE

Dry times are based on the recommended dry film thickness of 2.0 - 3.0 mils; thicker films, lower temperatures, or high humidity will extend drying times.

Air Dry @ 75°F and 50% Relative Humidity:

	Unaccelerated	Accelerated (3 oz. GA1097 or 1 oz. GA1098 per sprayable gal)
Hand Slick	45 min	15 minutes
Dust free	2-3 hours	1 hour
Tack free	6-7 hours	3 ½ hours
Tape free	24 hours	3 ½ hours
Nib Sand	24+ hours	2 ½ hours

Force Dry:

Temperature	Tape Free Unaccelerated	Tape Free with 3 oz GA1097 per sprayable gal	Tape Free with 1 oz GA1098 per sprayable gal
140°F	80-120 minutes	30 minutes	20 minutes
160°F	60-80 minutes	—	—
180°F	45-60 minutes	—	—

### TECHNICAL DATA

		Physical Properties:	
Mixing Ratio by Volume	3:1	10% Muriatic Acid	No Effect
Max VOC @ 3:1	3.44 lbs/gal	10% Sodium Hydroxide	No Effect
Ready to Spray Volume Solids (white)	53 %	10% Sulfuric Acid	No Effect
Coverage @ 1 mil dry (white)	870 FT <sup>2</sup> /gal	50% Antifreeze	No Effect
Pot Life	2 hours at 70°F	Humidity 250 hours	No Effect
Viscosity (sprayable) Gardner #2 Zahn Cup (ISO calibrated)	16-24 sec	Xenon Resistance 1000 hours	No Effect
Recommended Dry Film Thickness	2.0-3.0 mils	Salt Spray 1000 hours	No Effect
		Flexibility (1/8" conical mandrel)	Excellent

GENESIS® M G2 Series 3.5 VOC	As Packaged		As Applied	
	Lb/Gal	G/L	Lb/Gal	G/L
Density	8.09	969	8.26	989
	% by Wt.	% by Vol.	% by Wt.	% by Vol.
Volatiles	52.1	60.2	47.2	55.0
Water	0	0	0	0
Exempt Compounds	15.6	19.1	11.5	14.4
	Lb/Gal	G/L	Lb/Gal	G/L
VOC Total	2.95	353	2.94	353
VOC Less Exempt	3.65	437	3.44	412
	Lb/Gal	KG/L	Lb/Gal	KG/L
HAPs	0	0	0	0

To learn more about Sherwin-Williams® Automotive Refinish Products, visit our Web site at [www.sherwin-automotive.com](http://www.sherwin-automotive.com)  
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Cleveland, OH 44115 2/17/12



## Advanced Industrial Coatings

### 2.1 VOC Epoxy Primer

#### AIP302 Gray, AIP303 White

## PRODUCT DATA SHEET

AIP302 Gray/AIP303 White 2.1 VOC Epoxy Primers are a high-solid, direct to metal epoxy primer offering excellent performance properties and is easily topcoatable. AIP302 Gray/AIP303 White can be used with a wide range of topcoats and are considered an ideal primer for fleet, construction machinery, farm equipment, and other industrial applications.



### PERSONAL PROTECTION

- Read all label directions before use.
- Wear a NIOSH approved dust particulate mask when sanding.
- Refer to MSDS for specific information.
- Wear positive-air respirator when mixing and applying.
- Wear safety goggles, coveralls, and latex gloves when using this product.



### SURFACE PREPARATION

- Wash surfaces with a mild detergent in hot water. Rinse well and wipe dry with a clean cloth
- Solvent clean with an appropriate surface cleaner and wipe dry with a clean cloth
- Blast all metal areas (preferred) or sand with 80 grit sand paper (recommended for SMC and FRP)
- Solvent clean with an appropriate surface cleaner and wipe dry with a clean cloth

**Note:** AIP302/AIP303 does not require an etch primer and can be applied directly to the properly cleaned and blasted or sanded substrates with 220 grit sandpaper.



### SUITABLE SUBSTRATES

- Cold rolled steel
- Hot rolled steel
- Aluminum
- Fiberglass
- SMC

### EQUIPMENT

#### Gun Type

HVLP Pressure Feed

Conventional Pressure Feed

#### Nozzle

0.8-1.4 mm at 8-14 oz/min

0.8-1.4 mm at 8-14 oz/min

#### Air Pressure

10 psi at cap

28-35 psi



# Advanced Industrial Coatings

## 2.1 VOC Epoxy Primer

### AIP302 Gray, AIP303 White

## PRODUCT DATA SHEET



### MIXING

- Stir or shake AIP302/AIP303 thoroughly before mixing.
- If reduction is needed, use up to 2 parts AIR20.
- AIR20 Reducer has a temperature range of 50-90°F
- Stir thoroughly and strain before use.
- Pot life: 8 hours at 75°



4 Parts  
Primer  
AIP302  
AIP303



2 Parts  
Reducer  
AIR20



1 Part  
Hardener  
AIH21

Volume Solids: 41.5%



4 Parts  
Primer  
AIP302  
AIP303



1 Parts  
Reducer  
AIR20



1 Part  
Hardener  
AIH21

Volume Solids: 48.4%



4 Parts  
Primer  
AIP302  
AIP303



1 Part  
Hardener  
AIH21

Volume Solids: 58.1%

Optional for all mixes: 1-3 ounces of AIA300 per ready to spray gallon may be added to accelerate cure.



### APPLICATION

1. HVLP: Adjust air pressure at cap to 10 psi.
2. Conventional: Adjust air pressure at the gun to 28-35 psi for pressure feed applications with a fluid delivery of 8-14 ounces per minute.
3. For Pressure/Siphon feed, apply 2 medium coats at a gun distance of 8-10 inches. Spray to hiding. For HVLP, apply 1 full wet coat with 70% overlap, after flash, apply the second coat. Recommended dry film thickness is 2.0-2.5 mils.
4. Clean spray gun immediately after use with Gun and Equipment Cleaner.

### RECOAT

- When unaccelerated, AIP302/AIP303 may be topcoated or recoated after 15 minutes and up to 5 days without sanding or scuffing. After 5 days, sand surface with 220-320 grit sandpaper.



### DRYING SCHEDULE

- Dry times are based on the recommended dry film thickness of 2.0-2.5 mils
- Thicker films will extend drying times
- Air dry times at 75° F and 50% relative humidity

#### Air Dry Times w/ 3 oz accelerator AIA300

At 75° F and 50% relative humidity  
 Handslick: 30 minutes  
 Nib Sandable: 2 hours  
 Tack Free: 2 hours  
 Sandable: 3 hours

#### Air Dry Times unaccelerated

At 75° F and 50% relative humidity  
 Handslick: 1 hour  
 Nib Sandable: 2 hours  
 Tack Free: 3 hours  
 Sandable: 3 hours

#### Forced Dry Times

Time to tape free  
 At 140° F: 1 hour  
 At 180° F: 45 minutes



# Advanced Industrial Coatings

## 2.1 VOC Epoxy Primer

### AIP302 Gray, AIP303 White

## PRODUCT DATA SHEET



### TECHNICAL DATA (All testing performed at a 4:2:1 mix ratio)

Max VOC (4:2:1)	2.1 lbs/gal	Viscosity (sprayable) Gardener #2 Zahn Cup (ISO calibrated)	18-20 sec
Ready to Spray Volume Solids	41.5%	Physical Properties*	
Coverage @ 1 mil dry (4:2:1)	666 FT <sup>2</sup> /gal	Salt Spray 250 hours	1/8" creep
Pot Life	8 hours	Humidity 96 hours	No Effect
Recommended Dry Film Thickness	2.0-2.5 mils	Flexibility (1/8" conical mandrel)	Pass

REGULATORY DATA (4:2:1)	As Packaged		As Applied	
	Lb/Gal	G/L	Lb/Gal	G/L
Density	14.55	1743	11.52	1380
	% by Wt.	% by Vol.	% by Wt.	% by Vol.
Volatiles	17.78	37.6	36.45	58.51
Solids	82.22	62.4	63.5	41.5
Water	0	0	0	0
Exempt Compounds	10.02	22.12	14.58	36.53
	Lb/Gal	G/L	Lb/Gal	G/L
VOC Total	1.12	135	1.22	146
VOC Less Exempt	1.45	173	2.07	249
	Lb/Gal	KG/L	Lb/Gal	KG/L
HAPs	0.45	0.0054	0.25	0.029

REGULATORY DATA (4:1:1)	As Packaged		As Applied	
	Lb/Gal	G/L	Lb/Gal	G/L
Density	14.55	1743	12.19	1460
	% by Wt.	% by Vol.	% by Wt.	% by Vol.
Volatiles	17.78	37.6	29.93	51.59
Solids	82.22	62.4	70.07	48.41
Water	0	0	0	0
Exempt Compounds	10.02	22.12	18.2	31.4
	Lb/Gal	G/L	Lb/Gal	G/L
VOC Total	1.12	135	1.22	146
VOC Less Exempt	1.45	173	2.07	249
	Lb/Gal	KG/L	Lb/Gal	KG/L
HAPs	0.45	0.0054	0.25	0.029

REGULATORY DATA (4:1)	As Packaged		As Applied	
	Lb/Gal	G/L	Lb/Gal	G/L
Density	14.55	1743	13.13	1562
	% by Wt.	% by Vol.	% by Wt.	% by Vol.
Volatiles	17.78	37.6	21.92	41.91
Solids	82.22	62.4	78.08	58.09
Water	0	0	0	0
Exempt Compounds	10.02	22.12	5.8	17.6
	Lb/Gal	G/L	Lb/Gal	G/L
VOC Total	1.12	135	1.22	146
VOC Less Exempt	1.45	173	2.07	249
	Lb/Gal	KG/L	Lb/Gal	KG/L
HAPs	0.45	0.0054	0.25	0.029





## Advanced Industrial Coatings 2.1 VOC Epoxy Primer AIP302 Gray, AIP303 White

### PRODUCT DATA SHEET

#### LABEL CAUTION INFORMATION

##### AIP302:

**DANGER! FLAMMABLE! HARMFUL IF INHALED - MAY AFFECT THE BRAIN OR NERVOUS SYSTEM, CAUSING DIZZINESS, HEADACHE OR NAUSEA. IRRITATES EYES, SKIN AND RESPIRATORY TRACT.**

Before using, carefully read CAUTIONS on back panel.

SEE CONTENTS STATEMENT ELSEWHERE ON LABEL. Contents are **FLAMMABLE**. Vapors may cause flash fires. Keep away from heat, sparks, and open flame. During use and until all vapors are gone: Keep area ventilated - Do not smoke - Extinguish all flames, pilot lights, and heaters - Turn off stoves, electric tools and appliances, and any other sources of ignition. **VAPOR HARMFUL**. Use only with adequate ventilation. Wear an appropriate properly fitted vapor/particulate respirator (NIOSH approved) during and after application. Follow respirator manufacturer's directions for respirator use.

Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** If **INHALED:** If affected, remove from exposure. Restore breathing. Keep warm and quiet. If on **SKIN:** Wash affected area thoroughly with soap and water. Remove contaminated clothing. Launder before re-use. If in **EYES:** Flush eyes with large amounts of water for 15 minutes. Get medical attention. If **SWALLOWED:** Call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

This product must be mixed with other components before use. Before opening the packages, **READ AND FOLLOW WARNING LABELS ON ALL COMPONENTS.** **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN. FOR PROFESSIONAL USE ONLY. SEE MATERIAL SAFETY DATA SHEET**

##### AIH21:

**DANGER! FLAMMABLE! HARMFUL IF INHALED OR ABSORBED THROUGH THE SKIN. MAY CAUSE ALLERGIC RESPIRATORY AND SKIN REACTIONS. VAPOR HARMFUL. CAUSES EYE, SKIN AND RESPIRATORY TRACT BURNS.**

Before using, carefully read CAUTIONS on back panel.

**ALCOHOLS**

**AMINE**

**POLYAMINE RESIN**

Contents are **FLAMMABLE**. Vapors may cause flash fires. Keep away from heat, sparks, and open flame. During use and until all vapors are gone: Keep area ventilated - Do not smoke - Extinguish all flames, pilot lights, and heaters - Turn off stoves, electric tools and appliances, and any other sources of ignition. **VAPOR HARMFUL**. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water for 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water. In case of respiratory difficulty, provide fresh air and call physician. If swallowed, do not induce vomiting. Call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.**

Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

This product must be mixed with other components before use. Before opening the packages, **READ AND FOLLOW WARNING LABELS ON ALL COMPONENTS.** **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN. FOR PROFESSIONAL USE ONLY. NOT FOR RESIDENTIAL USE. SEE MATERIAL SAFETY DATA SHEET.**



## Advanced Industrial Coatings 2.1 VOC Epoxy Primer AIP302 Gray, AIP303 White

### PRODUCT DATA SHEET

#### AIR20:

DANGER! HARMFUL OR FATAL IF SWALLOWED. EXTREMELY FLAMMABLE - VAPORS MAY CAUSE FLASH FIRES! HARMFUL IF INHALED - MAY AFFECT THE BRAIN OR NERVOUS SYSTEM, CAUSING DIZZINESS, HEADACHE OR NAUSEA. IRRITATES EYES, SKIN AND RESPIRATORY TRACT. Before using, carefully read CAUTIONS on back panel.

SEE CONTENTS STATEMENT ELSEWHERE ON LABEL. Contents are EXTREMELY FLAMMABLE. Keep away from heat, sparks, and open flame. Vapors will accumulate readily and may ignite explosively. During use and until all vapors are gone: Keep area ventilated - Do not smoke - Extinguish all flames, pilot lights and heaters - Turn off stoves, electric tools and appliances, and any other sources of ignition. VAPOR HARMFUL. Use only with adequate ventilation. Wear an appropriate properly fitted vapor/particulate respirator (NIOSH approved) during and after application. Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin.

Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: If INHALED: If affected, remove from exposure. Restore breathing. Keep warm and quiet. If on SKIN: Wash affected area thoroughly with soap and water. Remove contaminated clothing. Launder before re-use. If in EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention. If SWALLOWED: Do not induce vomiting. Call Poison Control Center, hospital emergency room, or physician immediately. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN. FOR PROFESSIONAL USE ONLY. SEE MATERIAL SAFETY DATA SHEET.

To learn more about ACME® Automotive Products, visit our Web site at [www.sherwin-automotive.com](http://www.sherwin-automotive.com)



Paseo  
c/o Belinda Blandon  
9530 Marketplace Rd. #206  
Fort Myers, Florida 33912

7/1/2019

Dear Belinda

Thank you for the opportunity to bid the project at 11980 Paseo Grande Blvd. Fort Myers, Florida 33912

Preparation is the foundation of every successful project and communication is the foundation of effective customer service. The proposal we have prepared for you exemplifies our commitment to both careful preparation, clear communication and serves as a preview of how carefully we approach our work.

McLeod's Construction Paint & Restoration LLC., will provide the necessary labor, material, equipment, and insurance to perform the work as noted in our proposal.

**Scope of Work:**

**Paseo Grande Blvd.**

**Railings at 4 Gazebos:**

**Aluminum Railings:** 720 LF

- 1) Pressure clean to remove dirt, mildew and foreign matter.
- 2) Vapor blast decorative rings to remove failing coatings and corrosion.
- 3) Apply one coat of Sherwin Williams Pro-Cryl Universal Metal Primer
- 4) Apply one finish coat of Sherwin Williams Sher-Cryl HPA High Performance Acrylic.

**Exclusions:**

Gazebo  
Roof  
Pavers  
Anything not listed above.

**Notes:**

- 1) We will begin work for this project at 8:00 am Monday-Friday.
- 2) We will remain at the jobsite until the project is completed.
- 3) We will need space provided at the jobsite for a port-a-let and a space for a jobsite trailer for storage of materials.

6360 Corporate Park Drive, Unit #10, Fort Myers, FL 33966 (239)282-0891 phone (239)236-1567 fax

[www.mcleodsconstruction.com](http://www.mcleodsconstruction.com)

FL Lic. #: CGC1520288





- 4) We will provide a Supervisor who will be at the jobsite daily, and who will cooperate with the Association's Representative.
- 5) Please inform us of any of your specifications that you find are contradictory to the Scope of Work that we have provided. We will make necessary changes.
- 6) The Owner and the Contractor will determine labor commencement.

**TOTAL LABOR AND MATERIOR PRICE      \$15,840.00**

Thank you again for your consideration and for allowing McLeod Construction Paint & Restoration LLC., the opportunity to present our proposal.

Prices presented will be valid for a period of 60 days following the date of this proposal, 7/2/2018. An updated price list may be requested at any time after that date. Once you have had the opportunity to review our proposal and before or after you discuss it with the community leaders involved in the decision-making process I will be glad to meet and discuss this proposal and answer any questions that may arise.

Thank you again for your consideration and for allowing our team the opportunity to present our proposal.

If you have any questions or if I may be of any additional assistance at any time, please feel free to call the office at (239)282-0891 or email me at [steven@mcleodsconstruction.com](mailto:steven@mcleodsconstruction.com)

Respectfully Submitted,  
*Steven Robson, Estimator*

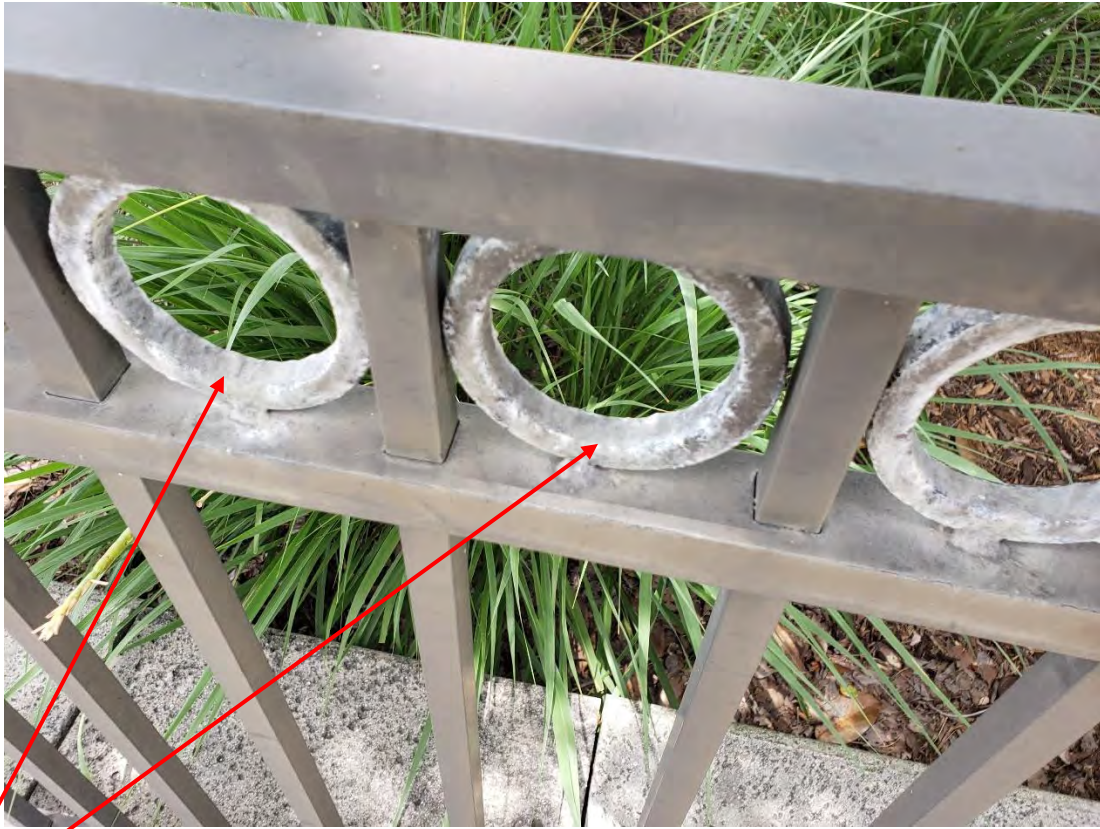


Accepted by: \_\_\_\_\_ Date \_\_\_\_\_

6360 Corporate Park Drive, Unit #10, Fort Myers, FL 33966 (239)282-0891 phone (239)236-1567 fax

[www.mcleodsconstruction.com](http://www.mcleodsconstruction.com)

FL Lic. #: CGC1520288



Decorative rings are heavily corroded and will need to be stripped.



# Tab 5

*Naples Electric Motor Works, Inc.*  
2088 J & C Blvd., Naples, FL 34109  
(239) 591-1313

Proposal 190207-1

Date 07/02/19

Paseo Community Development District  
9530 Marketplace Rd. Suite 206  
Fort Myers, Fl. 33912

Attention: Belinda Blandon  
Tel 936-0913  
Fax 936-1815

---

Naples Electric Motor Works, Inc. will furnish labor and materials necessary to replace the existing recharge pump controls.

- Fiberglass enclosure rated 3R for outdoor use.
- Motor starter with motor overload protection.
- HOA Switch to by-pass timer in a manual mode.
- 24 hour timer with battery back-up.
- Remove existing motor controls and dispose of offsite.
- Install new controls and make all necessary connections.
- Set timers to customer specified run times.

**Price \$3,135.00 each**

Price includes shipping, and labor.

Thank You  
Naples Electric Motor Works, Inc.

Ray Leonard

Accept \_\_\_\_\_ Date \_\_\_\_\_

*Naples Electric Motor Works, Inc.*  
2088 J & C Blvd., Naples, FL 34109  
Tel (239) 591-1313 Fax (239) 591-3015

Proposal 190207

Date 07/02/19

Paseo Community Development District  
9530 Marketplace Rd. Suite 206  
Fort Myers, Fl. 33912

RE: Esperanza Maintenance  
Attention: Belinda Blandon  
Tel 936-0913  
Fax 936-1815

Semiannual Pump Station Maintenance.

---

Naples Electric Motor Works, Inc. will perform the following system checks and inspections on each pump station. A field report will be provided for each pump station with any problems found and recommendations to remedy.

- Check primary input circuit connections to be tight and not corroded.
- Check pressure transducer output to be accurate within its range.
- Check cooling fans in VFD and control cabinet to be clear of debris and running properly.
- Clean control cabinet air intake filter.
- Clean lake intake return filter.
- Check air pressure in the hydro-pneumatic pressure tank.
- Check all plumbing for leaks.
- Run each system and check pump motor amperage and verify proper flow and pressure.
- Check surge protection to make sure all phase lights are on.
- Grease centrifugal pump motor bearings and check pump for shaft seal leak.

Price \$300.00 per stop  
\$600.00 per year

Thank You  
Naples Electric Motor Works, Inc.

Ray Leonard

Accept \_\_\_\_\_ Date \_\_\_\_\_

# Tab 6



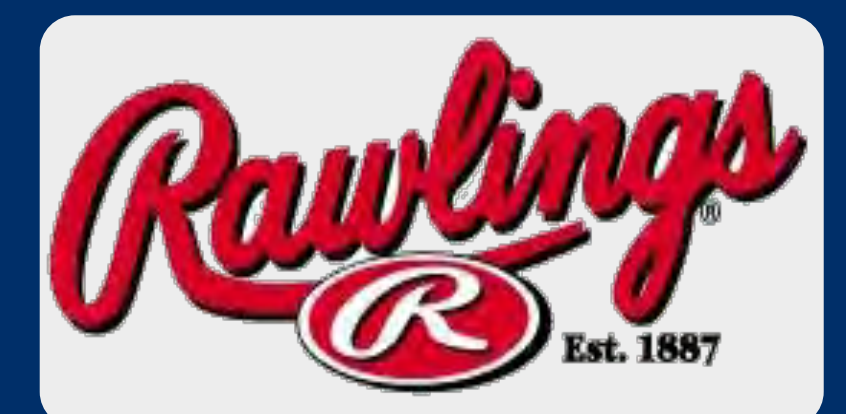
# **Paseo CDD**

**Website Compliance and Accessibility**





# A Sampling of Our Clients





# Dear Paseo CDD Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's best-known brands. We're confident our website and PDF accessibility expertise makes us the right choice for Paseo.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

## 1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

## 2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

## 3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team



# Experience Counts



ADASC is proud to be the trusted partner of 200+ Florida CDDs, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- ✓ Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- ✓ Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

*We are happy to provide you with references upon request*



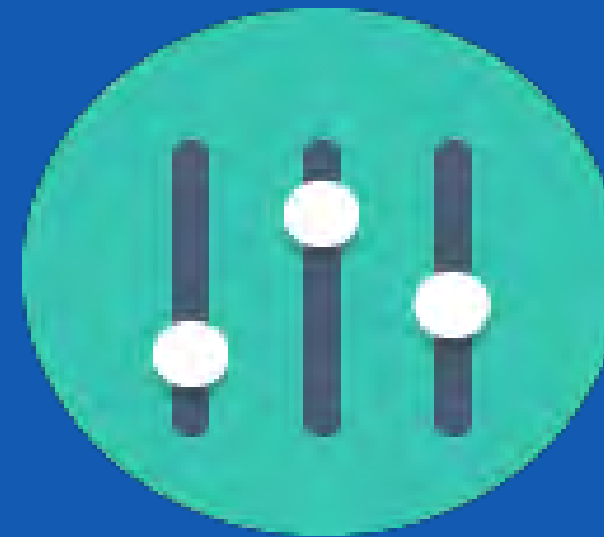


# Phase 1: Risk-Mitigation



## Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



## Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



## Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

# Your New, Accessible & Compliant Website

## Phase 2

### Migration of All Content

Our technical team migrates your current content to a brand new website built to be accessible and compliant.

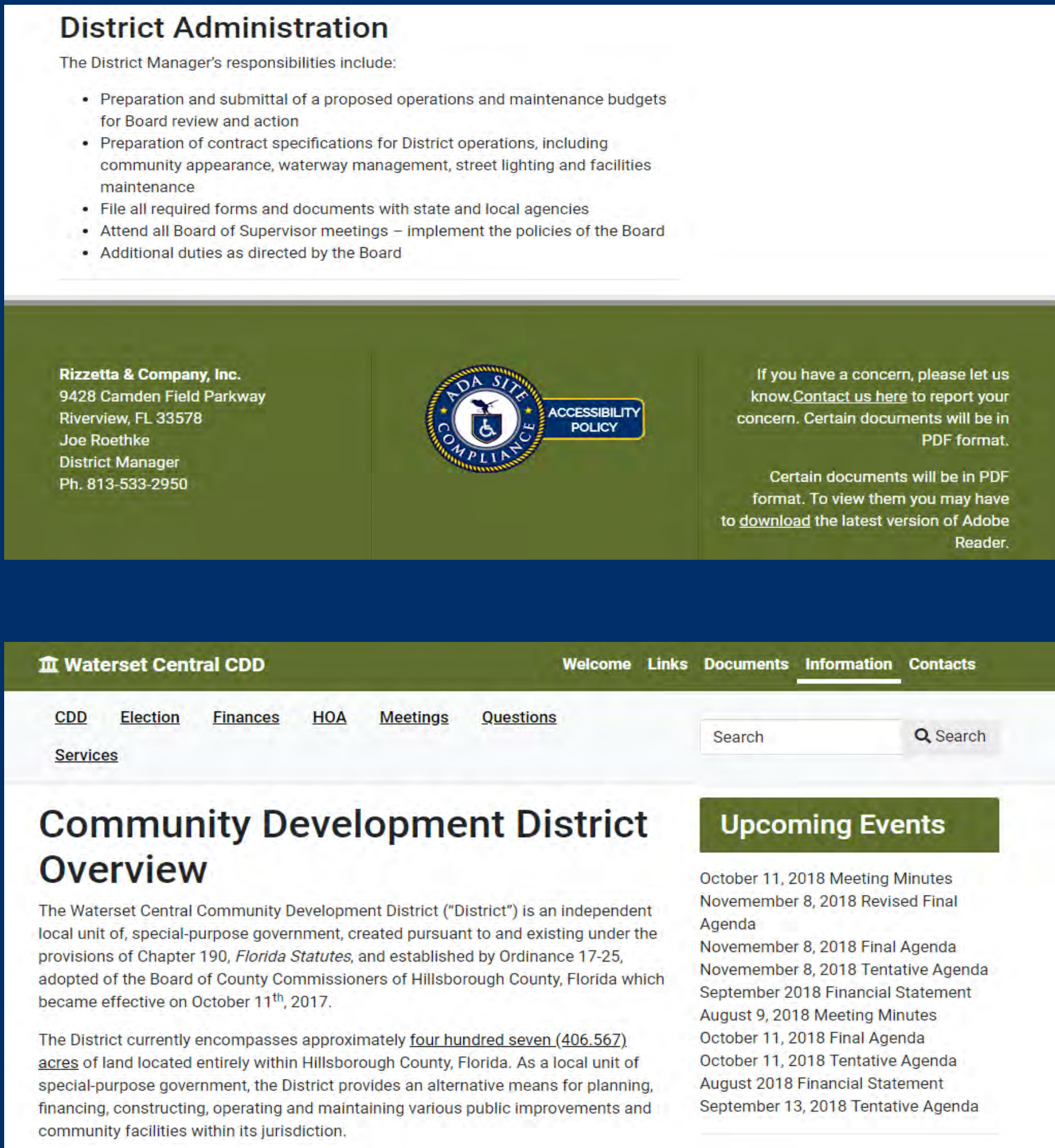
## Phase 3

### Quality Assurance

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.









# Creation of a New, Compliant & Accessible Website



**\$2,400 (year 1)** \* Migration of current site content to new, ADA-compliant format

\* Paseo CDD owns 100% of the website

\* No annual fee in year one

**\$900 (annually)** - Continued accessibility and ongoing compliance support as standards change

## Includes:

\* 20 FREE hours of annual consulting (a \$5,000 value)

\* FREE monthly tech audit reports for ongoing maintenance (a \$999 value)

\* Customized Accessibility Policy

\* ADASC Compliance Shield

\* No annual fee in year one

*\* the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis & Rizzetta clients*







# PDFs

\$99 for two years of PDF conversion to text/HTML format

Conversion will improve PDF accessibility

Complex document remediation starts at \$1.00

Template creation available to reduce future costs



# Hosting

\$300 per year (a \$1,200 value)

Includes the following premium features:

- Active firewall
  - Virus protection
  - SSL certificate
  - Daily file and database backup
  - Disaster recovery
  - Server optimization
- *the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis & Rizzetta clients*



### Districts Choose ADASC For:

- \* Turnkey solutions that provide unmatched convenience
- \* Services that don't just meet, but exceed, insurance requirements
- \* The most experienced team of experts in our field
- \* Our single focus on digital accessibility and compliance
- \* The lowest-cost option among legitimate service providers

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**New, Compliant Website: \$2,400**

**PDFs: \$99**

**Hosting & Backup: \$300**

**Year One Cost: \$2,799**





# **FREE for All Rizzetta Clients**

## **A \$5,999 Value**

- \* 20 FREE hours of annual website consulting (a \$5,000 value)
- \* FREE monthly tech audit reports for ongoing compliance (a \$999 value)



# A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL"  
ABC TV'S *SHARK TANK*



# ***ADA Site Compliance***

**The Website & PDF Accessibility Experts Asked to Present to:**



**The Trusted Resource for Those That You Trust**







# Contact Information

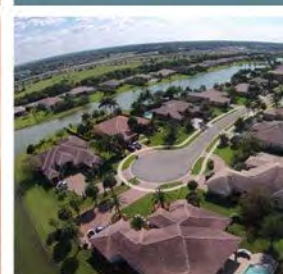
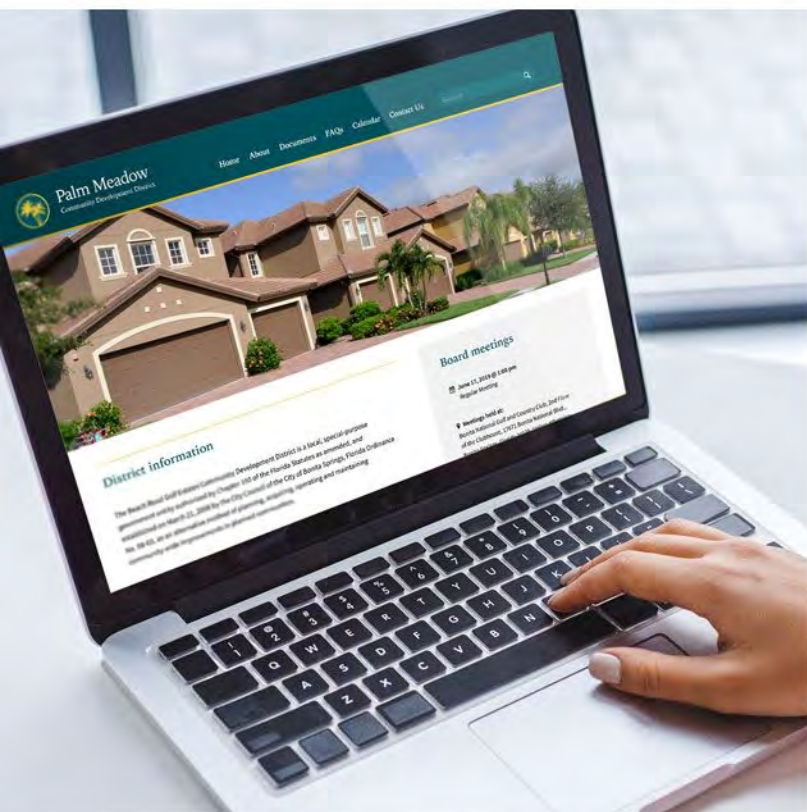


**ADA Site Compliance, LLC**

Jeremy Horelick, Vice President  
(561) 258-9518 Direct

[jeremy@AdaSiteCompliance.com](mailto:jeremy@AdaSiteCompliance.com)

**[www.AccessibleDistrictWebsites.com](http://www.AccessibleDistrictWebsites.com)**



# Keeping your community informed. And you compliant.

Paseo Community Development District

Proposal date: 2019-06-27

Proposal ID: BQGNW-66HYJ-WXQSN-LJCSU

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Services.....	3-5
FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



**Ted Saul**

*Director - Digital Communication*

 *Certified Specialist*



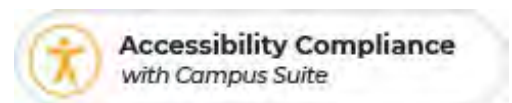
# Pricing

Effective date: 2019-07-01

Implementation	Quantity	Subtotal
<b>On-boarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"><li>• Migration website pages and present on a staged website for approval</li><li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li></ul>	1	\$2,325.00
<hr/>		
Annual ongoing services	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"><li>• Hosting, support and training for users</li><li>• Website management tools to make updates</li><li>• Secure certification (https)</li><li>• Monthly accessibility site reporting, monitoring and error corrections</li></ul>	1	\$615.00
<hr/>		
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"><li>• Remediation of all PDFs stored on your website</li><li>• Remediation of up to 750 PDF pages</li><li>• Dashboard for reporting and managing all PDFs</li><li>• 48-hour turnaround for fixes for board agendas</li><li>• PDF manager dashboard</li></ul>	750*	\$937.50
<hr/>		
<b>Social Media Manager</b>		Included

*\*Maximum PDF pages per 12 month period*

**Total: \$3,877.50**







## Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

### Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

### Designed for districts



**Easy-to-update website, hosting and support**



**Worry-free ADA-compliance, auditing and full reporting**



**Meets Florida statutes and federal laws**

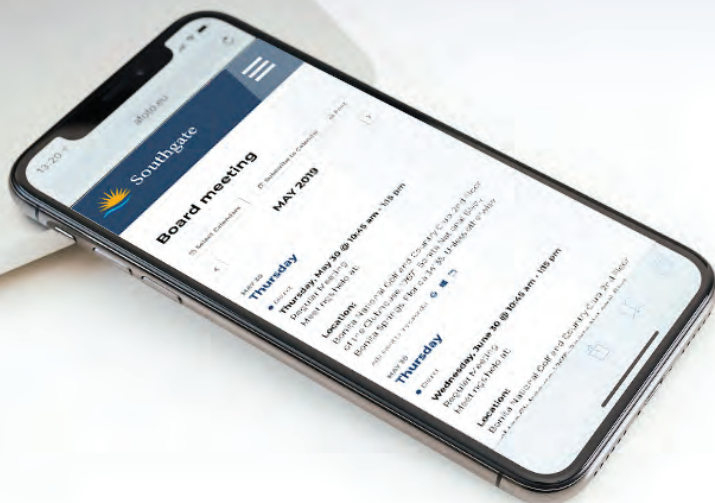


**Save CDD board time and money**

# Keeping your community informed and compliant.



**Accessibility Compliance**  
with Campus Suite



## We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

## A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes





## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy  
Website Accessibility Center**

[www.campussuite.com/accessibility-center](http://www.campussuite.com/accessibility-center)

# Frequently asked questions

## **For PDF service, what is the price per page?**

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

## **What does the PDF scan and remediation process look like?**

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

## **What does the ADA managed service process for our website look like?**

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

## **How long does it take?**

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

## **What standards do you follow for ADA?**

We follow WCAG AA 2.1 guidelines

## **Are there any hidden fees?**

No.

## **How long does it take to build the website?**

It depends upon your responsiveness, but generally only a couple of weeks.

## **Can we change the design of our website?**

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

## **Do your sites offer a calendar?**

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

# Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate new documents (a not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;\*
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or remove documents on the website and cannot alter any other aspect of the website;
  4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
  5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will

provide the District with reasonable advance notice in writing.

**4. Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

**5. Support Services.**

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

# Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 2019-07-01, between the Paseo Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

## Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

## Operative Provisions:

**1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

**2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto as Exhibit A.

**3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

### 4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

**5. Compensation and Prompt Payment.**

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the Onboarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,515.00 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on an annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

**6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

**7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

**8. No Infringement of Intellectual Property.** Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

**9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

**10. Warranty.** The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

**11. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

**12. Compliance with Governmental Regulations.** The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

**13. Insurance.** Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers

Compensation insurance as required by law.

**14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

**15. Indemnification.** Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**16. Conditions Precedent Prior to Any Litigation.** In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

**17. Remedies in the Event of Default.** Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**18. Controlling Law.** This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

**19. Enforcement of Agreement.** Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms



of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

**20. Public Records.** Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT \_\_\_\_\_, OR BY EMAIL AT \_\_\_\_\_, OR BY REGULAR MAIL AT \_\_\_\_\_.**

**21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

**22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

**23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

**24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

**25. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**26. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

**27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.	Paseo
<hr/>	<hr/>
Steve Williams VP of Marketing	Print name
Date	Date
	<hr/>

# Paseo CDD

**URL:** <http://paseocdd.org/> **Website Type:** Medium

## Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 <sup>th</sup> , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi



**Your website gets 2 Compliance Seals**

**VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal\***

(\* Human Audit Contract required. Please email [contact@vglobaltech.com](mailto:contact@vglobaltech.com) for audit proposal)



*VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.*

Visit <https://vglobaltech.com/website-compliance/> for details.

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**Any violations are punishable under the law and shall be prosecuted.**

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## 1.0 The Law

Source: [http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0189/Sections/0189.069.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html)

### **189.069 Special districts; required reporting of information; web-based public access. —**

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

## 2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

**Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.**



## 2.1 Common Problems and Solutions in Website Accessibility?

### 2.1.1 Problem: Images Without Text Equivalents

#### **Solution: Add a Text Equivalent to Every Image**

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

### 2.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### **Solution: Post Documents in a Text-Based Format**

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

### 2.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

## 2.1.5 Web Content Accessibility Guidelines (WCAG)

### Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

**If any of these are not true, users with disabilities will not be able to use the Web.**

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

**VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.**

**Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.**

Please see References section for several resources on compliance.

### 3.0 Pricing

#### Website Complexity: **Medium Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.  
All costs below are per website / CDD:**

##### **3.1 Existing Website Remediation / New Website Build:**

	Task
1.	Remediate existing website / Build new website from start for ADA and WCAG compliance requirements – ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	<b>ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)</b>
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with <b>VGlobalTech's ADA Compliance Seal</b> (valid for 1 year only)
7.	<b>Web Design Total: \$4750/- (one time)</b>

### 3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the previous section.

Maintenance contract is required to receive VGlobalTech's proprietary document conversion software (PDF to RTF) that allows you to easily convert documents or submit to VGlobalTech and get docs converted within less than 24 hrs.

	Task
1.	Assist with ADA Website Compliance tasks for current / new website on an ongoing basis – All new webpages and content that is put on the website – Customer must notify what updates are made ( <i>content shall be uploaded by client, VGlobalTech shall provide feedback on the content ADA requirements – This is as per customers' request. Please contact VGlobalTech if a full maintenance, including content upload is required</i> )
2.	PDF Documents conversion (to Text, HTML etc) as needed ( <b><i>new documents during the maintenance year only</i></b> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> is included as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents you can convert using VGlobalTech's software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
	<b>Monthly Maintenance: (starts after initial compliance engagement quoted above is complete):</b> <b>\$1440 /- (annually – can be broken into equal monthly charges)</b>  *support beyond 8 hrs / month shall be billed at \$55 / hr separately **Annual maintenance can be broken up into smaller monthly bills.
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime: <b>\$600 / year</b>
	<b>Total Maintenance and Hosting: \$2040 / year</b>

### 3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** [https://vglobaltech.com/wp-content/uploads/2019/03/FIA\\_ADA\\_Guidelines-2019-2020.pdf](https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf)

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

**Together we are now able to provide not one but two compliance seals for all our customers:**

#### 1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

#### 2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

### Cost for Technical and Human Audits:

**\$1600 / Four Audits per Year**

**(paid as a onetime fee) (Seals renewed every quarter) (Audits are conducted by VGlobalTech and LightHouse Agency together)**

This proposal includes following points, stipulations terms and conditions:

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on [www.VGlobalTech.com](http://www.VGlobalTech.com) website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.



## 4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

**Select Proper Option Below, Sign and Date, Return to [contact@vglobaltech.com](mailto:contact@vglobaltech.com):**

---

☐ **Option1: Website only**

*Section 3.1: One time (website conversion and compliance cost):*

☐ **Option2: Website and Monthly Maintenance w/ Hosting**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.2 ADA Compliance Monthly Maintenance and Hosting*

☐ **Option3: Website and Quarterly Audits**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.3 Quarterly Technical and Human Audit Testing*

☐ **Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.2 ADA Compliance Monthly Maintenance and Hosting*

+

*Section 3.3 Quarterly Technical and Human Audit Testing*

**Signatures:**

---

For Customer

Date

VB Joshi

---

For VGlobalTech

Date

## 5.0 References:

**ADA Best Practices Tool Kit for State and Local Governments:**

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

**U.S. Department of Justice, Civil Rights Division, *Disability Rights Section***

<https://www.ada.gov/websites2.htm>

**Web design Standards:** <https://www.w3schools.com/>

**Web Content Accessibility Guidelines (WCAG)** <https://www.w3.org/TR/WCAG21/>

**VGlobalTech Web Content Accessibility Implementation and Checkpoints:**

<http://vglobaltech.com/website-compliance/>



# Tab 7

**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**PASEO  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Paseo Community Development District was held on **Wednesday, June 26, 2019 at 5:30 p.m.** at the Paseo Village Center, located at 1611 Paseo Grande Boulevard, Fort Myers, Florida 33912.

Present and constituting a quorum:

Manny Samson	<b>Board Supervisor, Chairman (via speaker phone)</b>
Steven Brown	<b>Board Supervisor, Vice Chairman</b>
Lyle Hicks	<b>Board Supervisor, Assistant Secretary</b>
Jim Heether	<b>Board Supervisor, Assistant Secretary</b>
Sharon Schulman	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Michael Lake	<b>Field Manager, Rizzetta &amp; Company, Inc.</b>
Andrew d'Adesky	<b>District Counsel, Latham, Shuker, Eden &amp; Beaudine, LLP</b>
Doug Tarn	<b>District Engineer, Barraco &amp; Associates, Inc.</b>
Joe Fenner	<b>Pinnacle Landscape</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Blandon called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment**

Ms. Blandon opened the floor for public comment on Agenda items. There were none.

**THIRD ORDER OF BUSINESS**

**District Engineer Staff Report**

Mr. Tarn reviewed the proposals from Curb Systems, Russ Berner Construction, and Tincher Concrete for the ribbon curb repairs. He advised that the proposal from Russ Berner Construction was utilizing Tincher Concrete as a sub-contractor and so he recommended throwing out the bid from Russ Berner. Mr. Tarn reviewed the remaining proposals received. Mr. Tarn recommended accepting the proposal from Tincher Concrete. Discussion ensued.

On a Motion by Mr. Heether, seconded by Ms. Schulman, with all in favor, the Board Approved the Proposal from Tincher Concrete for Ribbon Curb Repairs, for the Paseo Community Development District.

Mr. Tarn advised that he will obtain bids for the bridge repairs.

Mr. Tarn advised that all brick pavers have been reviewed; all dips in the sidewalks and roadways have been identified and the exhibit has been sent to three vendors to bid. Mr. Tarn advised that the bids are due at the end of the week and those will be sent to Ms. Blandon.

Mr. Tarn advised that all concrete drainage structures within Paseo have been reviewed and probed; an exhibit has been created and that will be sent to Ms. Blandon by the end of the week. He advised that there is a lot of sediment within the system; he advised that any areas with 8" or more of sediment will be recommended for cleanout. Discussion ensued.

#### **FOURTH ORDER OF BUSINESS**

#### **Review of June 5, 2019 Field Inspection Report**

Mr. Fenner provided an update related to items completed on the June 5, 2019 report. He responded to questions from the Board related to landscape concerns. Ms. Blandon discussed concerns with the irrigation pumps. Mr. Fenner responded to further questions from the Board.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Pinnacle Landscapes Proposal for 2019 Summer Sod Installation**

Mr. Fenner reviewed the proposal for sod installation in various areas throughout the community.

Ms. Blandon advised that the sod replacement would be over budget although a budget amendment can be done.

On a Motion by Mr. Hicks, seconded by Mr. Heether, with all in favor, the Board Approved the Pinnacle Landscapes Proposal for Sod Installation, in the Amount of \$9,964.00, for the Paseo Community Development District.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Curb Systems of SW FL Proposal for Ribbon Curb Repairs**

Ms. Blandon advised that this item was discussed during the District Engineer Staff Report.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Landscape Lighting  
Proposals**

Ms. Bandon advised that proposals were received from Accent Outdoor Lighting, NiteLites Outdoor Lighting, and Lightscares. Mr. Brown provided an overview of the bid summary that he completed. Discussion ensued. Mr. Brown recommended that the Board not vote on the proposals today so that one Board member can determine which vendor map has the best light placement and then the Board can have all vendors provide pricing to one map; he further recommended that one Board member contact references for the vendors. Ms. Bandon recommended that the Board determine whether they would like color changing bulbs or bulbs of one color as well as which type of fixture they would like to have. Mr. Brown advised that he has conducted research on the color changing option and most communities have gotten away from color changing lights during season. He recommended that the one board member sit down with the vendors to identify the best mapping for the lights and a second board member call references in order to have a good recommendation at the next meeting. Mr. Brown advised that he will sit with the vendors to determine the best map and Ms. Schulman advised that she will contact references.

**EIGHTH ORDER OF BUSINESS**

**Acceptance of the Minutes of the  
Audit Committee Meeting held on May  
22, 2019**

Ms. Bandon provided an overview of the minutes of the Audit Committee meeting held on May 22, 2019 and asked if there were any questions related to the minutes. There were none.

On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board Accepted the Minutes of the Audit Committee Meeting held on May 22, 2019, for the Paseo Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
May 22, 2019**

Ms. Bandon provided an overview of the minutes of the Board of Supervisors' meeting held on May 22, 2019 and asked if there were any questions related to the minutes. There were none.

On a Motion by Mr. Hicks, seconded by Mr. Heether, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on May 22, 2019, for the Paseo Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of the Operations and  
Maintenance Expenditures for the  
Month of May 2019**

Ms. Bandon provided an overview of the operations and maintenance expenditures for the period of May 1-31, 2019 totaling \$291,758.29 and asked if there were any questions. Mr. Brown advised that the word fountain is misspelled. Mr. Heether inquired regarding the Jewitt invoice; Ms. Bandon advised that it is the deposit for review of the LED lighting installation.

On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Period of May 1-31, 2019, totaling \$291,758.29, for the Paseo Community Development District.

## ELEVENTH ORDER OF BUSINESS

### Staff Reports

#### A. District Counsel

Mr. d'Adesky advised a request was received from the HOA and Honc regarding the barge that is in the main pond for HOA repairs; he advised that the vendor wanted wording in the contract related to raising the lake levels, he advised that the contract calls for the costs related to any necessary repairs falls upon the HOA or the vendor. Mr. d'Adesky advised that the agreement is a license agreement and not an easement so the agreement is only good for the duration of the project. This item was opened to public comment. There were none.

On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board Approved the License Agreement Related to the HOA Contract with Honc Maine for Repairs to the Retaining Wall, as Prepared by Counsel and Further Authorized the Vice Chairman to Execute the Agreement, for the Paseo Community Development District.

Mr. d'Adesky advised that the Hotwire easement is in its final form.

Mr. d'Adesky advised that authority that is delegated to a Board member stops when information gathering is complete; he advised that no Supervisor should be talking to Vendors or providing direction to Vendors. He further advised that no Supervisor should be conducting work on CDD infrastructure as it is extremely dangerous and not covered by insurance.

#### B. District Manager

Ms. Bandon advised that the next meeting is scheduled for July 24, 2019 at 11:00 a.m.; she advised that she will be traveling at that time and asked that the Board reschedule the meeting to the Wednesday before, or July 17<sup>th</sup>. The Board concurred.

## TWELFTH ORDER OF BUSINESS

### Supervisor Requests and Audience Questions

Ms. Bandon opened the floor to Supervisor requests and comments.



170 Mr. Heether distributed a pamphlet regarding the LED street lighting and the  
171 method in which the lights were installed. He advised that the lights were installed per  
172 the method in which he previously recommended to the Board.

173  
174 Mr. Heether inquired regarding Board members voting when they attend via  
175 speaker phone. Mr. d'Adesky advised that voting via speaker phone is permissible.

176  
177 Mr. Heether inquired regarding homeowners being allowed to trim tree limbs and  
178 roots to their property lines. Mr. d'Adesky advised that homeowners may trim to their  
179 property lines but not beyond and they may not cause damage to trees that are not on  
180 their property.

181  
182 Mr. Heether asked that Staff look into changing the guardhouse door from a  
183 sliding door to a pivot door. Ms. Bandon advised that she will review whether an impact  
184 door is required per code and then obtain quotes for alternate doors.

185  
186 Ms. Schulman inquired regarding the plans to maintain the railings around the  
187 gazebos. Mr. Brown advised the railings are aluminum and a vendor who has looked at  
188 them has advised that the gazebo railings be removed in sections and then stripped,  
189 powder coated, and returned. Ms. Bandon advised that she will look into the options  
190 available as well as funding available.

191  
192 Mr. d'Adesky addressed ADA requirements related to the CDD website.  
193 Discussion ensued regarding website requirements.

194  
195 Mr. Brown inquired regarding the GIS link; Ms. Bandon advised that the link is  
196 available although she has not spent a lot of time in reviewing. Mr. Brown asked that  
197 Mr. Lake obtain locks for various boxes throughout the community.

198  
199 The Board entertained questions and comments from the audience.

200  
201 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

202  

203 On a Motion by Mr. Brown, seconded by Mr. Heether, with all in favor, the Board  
204 adjourned the meeting at 7:06 p.m., for the Paseo Community Development District.

205  
206 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman