



Rizzetta & Company

# Paseo Community Development District

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**Board of Supervisors' Meeting  
January 25, 2023**

**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>	Steven Brown Sharon Schulman Dave Cabell Debra Johnson Ian Noy	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Andrew Cohen	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
<b>District Engineer</b>	Carl Barraco	Barraco and Associates, Inc.

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

The first Audience Comment portion of the agenda is where individuals may make comments on agenda items and the second 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.

January 19, 2023

Board of Supervisors  
**Paseo Community  
Development District**

**REVISED AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of Paseo Community Development District will be held on **Wednesday, January 25, 2023, at 10:00 a.m.** at the Paseo Village Center Theater, 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 and Discussion Regarding Asset Report
  - B. Update Regarding Perimeter Fencing Proposals and Process
- 4. BUSINESS ITEMS**
  - A. Presentation by Public Trust Advisors
  - B. Consideration of Resolution 2023-02, Authorizing the Investment of District Funds ..... Tab 1
  - C. Review of January 6, 2023 Landscape Inspection Report..... Tab 2
  - D. Consideration of Pinnacle Landscapes Mulch Proposal..... Tab 3
  - E. Consideration of Pinnacle Landscapes Proposal for Pump Station Plantings ..... Tab 4
  - F. Consideration of US Bank Tri-Party Succession Agreement.. Tab 5
  - G. Consideration of FEMA Funding Agreement..... Tab 6
  - H. Consideration of Hoover Pumping Systems Proposals ..... Tab 7
    1. Filter Parts Replacements
    2. Well/Tank Level pressure Transducer Installation
  - I. Discussion Regarding Use of Liquid “Agents” with the New Irrigation System
  - J. Consideration of Earth Tech Environmental Proposal for 2023 and 2024 Preserve Maintenance..... Tab 8
  - K. Consideration of Advance Tek Proposal for Sign Pole Replacement ..... Tab 9
  - L. Discussion Regarding House Bill 7049 and Electronically Filing Notices
  - M. Discussion Regarding Visitor Pass Length
  - N. Discussion Regarding Implementation of an E-Pass Scanner on Resident Lane

- 5. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on October 26, 2022 (Revised) ..... Tab 10
  - B. Consideration of the Minutes of the Board of Supervisors' Meeting held on December 14, 2022..... Tab 11
  - C. Consideration of the Operations and Maintenance Expenditures for the Month of August 2022 ..... Tab 12
- 6. **STAFF REPORTS**
  - A. District Counsel
  - B. District Manager
- 7. **SUPERVISOR REQUESTS/PUBLIC COMMENTS**
- 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: Andrew Cohen: Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

# Tab 1

**RESOLUTION 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PASEO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE INVESTMENT OF DISTRICT OPERATING RESERVE FUNDS AND AVAILABLE DISTRICT BOND FUNDS; AUTHORIZING CERTAIN BOARD MEMBERS TO CONDUCT SUCH INVESTMENT TRANSACTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, Paseo Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “Board”) typically meets monthly to conduct the business of the District, including periodic discussion and review of the District financials; and

WHEREAS, notwithstanding regular District Board meetings, in order to conduct the business of the District in an efficient manner and maximize investment return of District funds while at the same time prioritizing safety of principal and liquidity of funds, the District wishes to adopt this Resolution to memorialize certain parameters regarding investment of District operating reserve funds and District bond funds as well as confirmation of the individuals appointed to authorize such transactions; and

WHEREAS, the District determines this Resolution is not an “investment policy” as that term is defined in Section 218.415, Fla. Stat., as amended; and

WHEREAS, to the extent not historically adopted, the District adopts the “no written investment policy” as more specifically referenced in Section 218.415(17), Fla. Stat., as amended; and

WHEREAS, the District determines that this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; and the preservation of District assets and/or facilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PASEO COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Operating Reserve Funds: The District Board hereby authorizes the placement of District operating reserve funds in investments which meet the following requirements:

1. Investments which provide the maximum amount of safety of principal and liquidity of funds to pay obligations as they come due while at the same time maximizing investment return.
2. Investments which meet all applicable requirements of law including but not limited to the provisions of Chapter 190 and Section 218.415, Fla. Stat., as amended.

Section 2. Bond Funds: The District previously issued its \_\_\_\_\_ (hereinafter collectively referred to as the “Series \_\_\_\_\_ Bonds”). The Series \_\_\_\_\_ Bonds were issued pursuant to a Master Trust Indenture dated as of \_\_\_\_\_, as well as a \_\_\_\_\_ Supplemental Trust Indenture dated as of \_\_\_\_\_ (hereinafter collectively referred to as the “Indentures”). \_\_\_\_\_ serves as the current Trustee under the Indentures. Pursuant to the Indentures, non ad valorem assessments collected by the District are set aside to make bond payments in November and May until maturity of the Series \_\_\_\_\_ Bonds as well as to fund a reserve account for the Series \_\_\_\_\_ Bonds all in compliance with the terms of the Indentures. To the extent bond funds are available for investment, the District Board authorizes the placement of such funds in investments which meet the following requirements:

1. Investments which provide the maximum amount of safety of principal and liquidity of funds to pay obligations as they come due while at the same time maximizing investment return.
2. Investments which meet all applicable requirements of law including but not limited to the provisions of Chapter 190 and Section 218.415, Fla. Stat., as amended.
3. Investments which meet all applicable requirements of the Indentures including but not limited to “Series \_\_\_\_\_ Investment Obligations” as that term is defined in the Indentures and the applicable provisions of the Master Trust Indenture.

Section 3. District Manager: Rizzetta & Company, Inc. (“Rizzetta”) serves as the District Manager in the capacity as specifically defined in Section 190.007, Fla. Stat., as amended, or may perform other duties as prescribed by the District Board. However, Rizzetta does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta does not provide the District with financial advisory services or offer investment advice in any form. Rizzetta may assist the District during a bond issuance, as requested by the Board from time-to-time, but those services are limited to assessment allocation reports or similar work product.

Section 4. Authorized Individuals: The Board hereby authorizes \_\_\_\_\_ (as long as he is a current District Board member) first and then \_\_\_\_\_ if \_\_\_\_\_ is unavailable, to authorize the investment of District operating reserves and District bond funds as long as such investments are in compliance with this Resolution and otherwise in compliance with applicable law. Such individuals are designated as “Authorized Officers” as that term is defined in the Indentures. The District Manager and Trustee will take direction from \_\_\_\_\_, or \_\_\_\_\_ in his absence, for the investment of such funds. The District Manager will not provide any advice as to timing or placement of operating reserve or bond funds. \_\_\_\_\_, or \_\_\_\_\_ in his absence, will act on behalf of the District with regards to operating reserves and bond funds to place all trades, either telephonically or by whatever means necessary. \_\_\_\_\_, or

\_\_\_\_\_ in his absence, will provide direction to the District Manager and/or Trustee, as applicable, for the amounts to transfer, where to transfer the funds and by what means. Although authorized to make transfers, \_\_\_\_\_, or \_\_\_\_\_ if he/she is acting in place of \_\_\_\_\_, shall endeavor to bring any contemplated transfer to the District Board for consideration at least thirty (30) calendar days before a trade is needed.

Section 5. A copy of this Resolution shall be provided to \_\_\_\_\_ and any successor Trustee under the Indentures. This Resolution is intended to supplement and revise prior resolutions and actions by the District. All District action, resolutions, or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Section 6. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent of any conflict between the terms of this Resolution and the Indentures or applicable law including, but not limited to, Chapter 190 and Section 218.415, Fla. Stat., as amended, the Indentures and applicable law shall govern.

Section 7. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** in Public Session of the Board of Supervisors of the Paseo Community Development District this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**PASEO COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY / ASST. SECRETARY**



# Tab 2

# PASEO

## LANDSCAPE INSPECTION REPORT



January 6, 2022

Rizzetta & Company

John R. Toborg – Sr. Landscape Specialist

John Fowler – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management

# Summary & Zone 1

## General Updates, Recent & Upcoming Maintenance Events, Important Notices:

- ❑ Prune all palms with dead or vertically hanging fronds and fruiting structures throughout the district.
- ❑ Recommending to not cut back shrub species damaged by the cold until the threat of frost is gone.

The following are action items for Pinnacle Landscapes to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** indicates an issue to be handled by Staff and **bold, underlined black** indicates an update or question for the BOS.

Zone 1 Penzance, Guardhouse & Paseo Grande

Zone 2 Condos, west of Paseo Grande,

Zone 3 Condos, east of Paseo Grande

Zone 4 Rosalinda, Provencia, Mercado & Sarita (includes Bibiana to Emilia and Javiera to Nalda)

Zone 5 Paseo Drive (starting at Paseo Grande and including bridge)

Zone 6 Adelio, Dario & Adora

Zone 7 Esteban, (both sides) & Macario

Zone 8 Hidalgo, Falisto & Renata

1. Continue to monitor all palms on property. Note bud development and frond necrosis. Report any negative changes.
2. **Continue to prune the Palms removing mature seeds & dead/broken fronds, property-wide. Below is a picture from the front entrance. (Pic. 2)**
3. Treat the small weeds in the median bed before the guard shack at the front entrance.
4. There is a Ligustrum on the outbound lane after you exit the guard shack that is currently down. Please stand up or remove. (Pic. 4)



# Zone 1

- Remove the dead off the bases of the Bromeliads on the median bed before the guard shack. There are also a couple that need to be straightened that are currently laying sideways. (Pic. 5)



- Diagnose and treat the 'Petite' Ixora at the inbound median splitting the visitor and resident ROW at the inbound side of the guard house.
- The Westside of the entrance to Paseo on the North ROW of Penzance needs to be detailed similar to the Eastside. Dead or hanging fronds and fruit need to be removed from palms. Shrubs need pruning. Pygmy Date Palms need pruning to separate and create a terracing affect from other shrub species. Strong bed lines need to be established and weeds treated. (Pic. 7)



- Diagnose and treat the Ornamental Grasses for possible mites on the North ROW of Penzance on the Westside of the main entrance.
- Remove a large Brazilian Pepper Tree growing behind the Thryallis on the North ROW of Penzance on the Westside of the main entrance.
- Remove the sucker growth of the Hong Kong Orchid Trees to the Eastside of the main entrance on the North ROW of Penzance.
- Remove the dead hanging Oak limbs on the Eastside of the main entrance on the North ROW of Penzance.
- During this inspection, Pinnacle was pruning the Medjool Palms at the front sign on the Eastern most end of Penzance.
- Turf damage on the Northwest side of Paseo Grande by the sidewalk on the lakeside.
- Pin down an irrigation bubble on a Foxtail Palm on the Northwest side of Paseo Grande next to the road that could potentially be a trip liability.
- Make sure all irrigation valve boxes and electric covers are edged and are visible along Paseo Grande. (Pic. 15)



# Zone 1

- 16. Remove the sucker growth on the tree near the bench on the Northwest side of Paseo Grande.
- 17. Treat the weeds at the Northwest Gazebo on Paseo Grande.
- 18. Remove the dead leaves that have fallen off the Ixoras at the gazebos. I am recommending these are not cut back until the threat of frost has subsided. Historically this is the end of February. Also, remove the Brazilian Pepper growing in the Ixora at the Northwest Gazebo on Paseo Grande. (Pic. 18)



- 19. Repair a bubbler where a tree has been removed or at least cap it. Currently there is nothing on the end and would just shoot straight into the air. This is on the Westside of Paseo Grande just South of the Northwest Gazebo.
- 20. Be careful with overspray treating weeds in beds. I found a couple areas this has occurred within the Foxtail Palm beds next to the asphalt of Paseo Grande.
- 21. Remove the Agave pups growing within the 'Mammy' Croton at the West roundabout on Paseo Grande. There is also lighting within this roundabout that have been damaged and are laying on the ground. (Pic. 21>)

- 22. There is a small stump that needs to be removed close to the lake bank next to a Bald Cypress on the Westside near the roundabout.
- 23. Check the irrigation on the West ROW on Paseo Grande on the Townhouses side. There appears to be a leak or the clock is set to run more than it should. (Pic. 23)



- 24. Remove the Mexican Petunias growing within the shrubs along the lake bank just North of the Southwest gazebo.
- 25. Remove the sucker growth on the Magnolia Tree just North of the Southwest gazebo.
- 26. Diagnose and treat declining turf near a drain at the Southwest gazebo.



# Zone 1

27. Treat the sedge weeds growing in the turf on the North ROW on Herminia St. across the street from the entrance to Paseo. (Pic. 27)



35. Declining turf on the Northwest ROW of Paseo Grande Blvd. just West of Paseo Dr. Why did this decline and how can it be rectified? (Pic. 35)



28. Separate and remove the Mexican Petunia growing into the shrubs in front of them on the North ROW on Herminia St. across the street from the entrance to Paseo.

29. Remove a dead hanging Cypress limb along the lake bank on the Southeast side of Paseo Grande.

30. Clear a small drain that is almost completed covered with turf at the Southeast gazebo.

31. Remove the Agave pup growth within the 'Mammy' Crotons, on the East roundabout on Paseo Grande Blvd.

32. Remove the dead flower stalks within the Bird of Paradise at the Northeast gazebo on Paseo Grande Blvd.

33. There appears to be a damaged Bismark Palm on the Northeast ROW on Paseo Grande Blvd. just East of Paseo Dr. Please diagnose and report your findings. (Pic. 33>)

34. Clean up the bottoms of the Crinum Lilies on the Northwest ROW of Paseo Grande Blvd. just to the West of Paseo Dr.



## Zone 2

1. Tip prune the Bougainvillea on the South ROW of Bibiana Way in front of the lake across the street from Provencia Ct.
2. Some of the Foxtail Palms are starting to look chlorotic in zone 2. Are these going to be fertilized soon?
11. Tree stumps are still present on the Southwest end of Tulio Way.



3. Hog damage on Emilia St. ROW just North of Rocio St.
4. Treat ant mounds on Emilia St along the curbing just West of Adoncia Way.
5. At the Adoncia mail kiosk, remove weeds growing through the hedge.
6. Prune the shrub row on the South ROW on Bibiana Way along the aluminum fence shared with Penzance ROW.
7. More hog damage on Bibiana Way just South of Delicia St.
8. Diagnose and treat the shrubs at the electrical box on the West ROW of Bibiana across the street from Esperanza St.
9. Clean up the Crinium Lilies at the mailbox kiosk on Tulio Way,
10. Treat the weeds in the South ROW of Tulio along the aluminum fence shared with Penzance.



# Zone 3

1. Prune the shrubs lining the aluminum fence on the South ROW of Palba Way that shares with Penzance.
2. Turf is spotty and not thriving under the Oaks on the South ROW of Palba Way. Is there anything that can be done to improve this area,.
3. Remove small rocks located under the shrubs on the South ROW of Palba Way.
4. Diagnose and treat the Coco Plum at the mailbox kiosk on Palba Way and cut out the small dead branches on the end of the shrub row.



6. Remove the palm volunteer growing under the Oak tree on Palba Way just South of Olinda Way on the East ROW.
7. Remove the dead hanging Oak branch on Palba Way just South of Izarra Way.
8. Thinning turf that needs to be corrected on Izarra Way on the North ROW of the North pond.
9. Thinning turf on Olinda Way on the South ROW just West of Izarra Way.
10. Thinning turf around the light posts on Nalda St. along the North ROW where the pond is located. (Pic 10>)

11. Hog damage to the turf on Nalda St. just East of Javiera Way, on the North ROW.
12. Thinning turf under the Oak trees on Nalda St. on the South ROW. What can be done to improve the vigor and coverage?
13. Remove a dead hanging Oak limb on the Southwest corner of Melosia St.
14. Hog damage to the turf on Javiera Way just South of Kemena St.
15. Raise the Oak canopy at the mailbox kiosk on Oliveria St. as well as remove the Oak suckers in this area.
16. Hog damage to the turf on Liana St. on the East ROW.
17. Remove the dead hanging branch out of the tree on the North ROW of Javiera Way just South of Sarita Ct.





# Zone 4

1. Hog damage just to the West of the Rosalinda entrance. (Pic. 1)



7. The pond bank behind the houses near 11866 Rosalinda has sustained heavy hog damage.
8. Remove a dead Red Ti at the North Mercado exit bed.
9. Treat the sedge growing in the Sarita Ct. roundabout.
10. Remove a few dead Golden Dewdrop Duranta at the Sarita Ct. and replant the bare areas.

2. Frost damage to the Croton at the Rosalinda monument. I am recommending these to not be cut back until the threat of frost has subsided.

3. Treat the broadleaf weeds at the Rosalinda Ct. roundabout in the turf.

4. Diagnose and treat a declining Pygmy Date Palm at the Provencia monument. (Pic. 4)



5. Set a defined hard bed edge at the Mercado monument.

6. Treat the sedge in the turf at the Mercado Ct. roundabout.



# Zone 5

1. Plant material at the median as well as the ROWs on the West and East side of Paseo Dr. at the South entrance have been damaged due to cold weather.
2. Just North of the bridge on the East ROW there are a few Croton that look diseased. Please diagnose and treat accordingly. (Pic. 2)



3. Diagnose and treat the Magnolia trees just North of the bridge on the East ROW on Paseo Dr.
4. The Coconut palms were pruned on but there are a couple on the East ROW just North of the bridge on Paseo Dr. that are hanging, most likely from being nicked during the pruning event. Please have these hanging fronds removed.
5. Treat the weeds in the bed on the West ROW before Dario in front of the Gold Mound.
6. There is a Bismark Palm that looks like in decline. Please diagnose and provide your recommendation. (Pic. 6>)
7. Diagnose and treat all the Awabuki Viburnum throughout Zone 5.
8. Diagnose and treat all the new Jatropha trees on Paseo ROWs. A couple are struggling.

9. Standing water on the sidewalk on the Northwest ROW of Paseo Dr. after you pass Esteban Dr. Please check the irrigation here. (Pic. 9)



10. On the North ROW of Paseo Dr. near Hildalgo Ct. diagnose and treat declining Pitch Apple that appears to be chlorotic.
11. On the South ROW of Paseo Dr. near Hildalgo Ct. there are a couple dead Pitch Apple that will need to be removed and replaced.
12. There are a couple dead branches that need removal on the North ROW of Paseo Dr East of Hildalgo Ct.
13. The Flax Lily at the end roundabout of Paseo Dr look sparse. Please provide a different option or fill in the area with more Flax Lily.



## Zone 6

1. In the north ROW of Dario near Paseo, there is a tree leaning in from the natural area and encroaching on maintained area from the high winds. Remove. (Pic 1 >)
2. In the same area, the turf is failing. Improve the color and vigor of the turf.
3. In the Adora cul-de-sac, there appears to be an irrigation coverage issue. Please investigate.
4. At the Adora roundabout, there is a dirt spot within the turf about the size of two pieces of sod. Please rake smooth and replace turf if necessary.
5. In the Dario cul-de-sac, tip prune the Bougainvillea.
6. In the Adelio cul-de-sac, improve the color and vigor of the turf.
7. There is hog damage throughout Zone 6.



# Zone 7

1. At the South Esteban entrance area in the North ROW, prune the very overgrown Firebush. (Pic 1 >)
2. Prune out the dead fronds in the Paurotis Palms on the North roundabout on Esteban.
3. In the South Esteban cul-de-sac, the color and vigor of the turf on the back side of the island is not improving. Turf replacement should be scheduled.
4. **In the same island, remove the broken fronds on the Bismarck.**
5. At the Macario cul-de-sac, investigate the Bismarck palm. It is starting to lean.
6. **At the Macario roundabout, remove the weeds from the beds.**
7. Prune out the dead flowers in the Bird of Paradise on Macario roundabout.
8. There is hog damage through-out Zone 7.



## Zone 8

1. **At the Renata cul-de-sac, weed the beds.**
2. Flax Lilies are sparse at the Renata roundabout and need more to give a full appearance.
3. At the Falisto Pl. roundabout, remove the dead flowers out of the Bird of Paradise.
4. **At the Hidalgo cul-de-sac island, remove the broken palm fronds on the Bismarck.**
5. **For the same palm, diagnose and treat.**
6. Pull and treat the weeds in the Hidalgo Ct. roundabout bed.
7. There is hog damage throughout Zone 8.



# Tab 3

**Pinnacle Landscapes, Inc.**

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

**Estimate**

Date	Estimate #
11/15/2022	3758

Name / Address
Paseo CDD c/o Rizzetta & Company 9530 Marketplace Road Suite 206 Fort Myers, Florida 33912

Description	Qty	Cost	Total
Winter 2022 Mulch (Updated 1/11/2023) 693 Cubic yards of Cocoa Brown mulch		39,732.00	39,732.00
Come visit us at <a href="http://www.Pinnaclelandscapes.com">www.Pinnaclelandscapes.com</a> !!	<b>Total</b>		<b>\$39,732.00</b>

Customer Signature \_\_\_\_\_

# Tab 4



# Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

# Estimate

Date	Estimate #
12/6/2022	3795

Name / Address
Paseo CDD c/o Rizzetta & Company 9530 Marketplace Road Suite 206 Fort Myers, Florida 33912

Description	Qty	Cost	Total
At the new pump station:			
Install 25 gallon Pitch Apple	23	350.00	8,050.00
Mulch- Cocoa Brown	50	12.00	600.00
Estimate is valid for 30 days from the date of the estimate.			
Come visit us at <a href="http://www.Pinnaclelandscapes.com!!">www.Pinnaclelandscapes.com!!</a>	<b>Total</b>		<b>\$8,650.00</b>

Customer Signature \_\_\_\_\_

# Tab 5

## TRI-PARTY SUCCESSION AGREEMENT

This Tri-Party Succession Agreement is dated as of \_\_\_\_\_, 2022 among Paseo Community Development District (the “District”), U.S. Bank National Association, as Trustee (“USB”), and U.S. Bank Trust Company, National Association (“Trust Company”). Reference is made to that certain Master Trust Indenture, dated as of June 1, 2005, as amended and supplemented, (collectively, the “Master Indenture”) between the District and USB as successor Trustee to Wachovia Bank, National Association (“Trustee”) thereunder relating to the District’s \$9,625,000 Capital Improvement Revenue Refunding Bonds, Series 2018. Capitalized terms used herein and not defined are used as defined in the Master Indenture. The parties agree as follows:

A. USB has notified the District that USB, has transferred (by contribution) substantially all its corporate trust business to Trust Company (USB’s direct wholly owned subsidiary) and desires to transfer its administration of the Master Indenture from USB to Trust Company such that Trust Company shall be the successor in interest to USB, as Trustee under the Master Indenture. Trust Company hereby represents and certifies to the District that it is a national banking association organized under the laws of the United States of America. Trust Company is qualified to do and does business in one or more states of the United States of America and has an officially reported combined capital, surplus, undivided profits, and reserves aggregating at least \$1,000,000,000. Trust Company is therefore qualified to act as successor Trustee under Section 614 of the Master Indenture and successor Bond Registrar and Paying Agent under Section 620 of the Master Indenture.

B. USB hereby resigns as Trustee, Bond Registrar and Paying Agent under the Master Indenture. Trust Company hereby accepts such appointment as successor Trustee, Bond Registrar and Paying Agent under the Master Indenture, and the parties hereby agree that Trust Company is fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of USB, its predecessor; and USB hereby transfers to Trust Company all such estates, properties, rights, powers and trusts and is contemporaneously herewith delivering all its records relating to the Master Indenture to Trust Company.

C. The District hereby waives the sixty (60) days’ notice requirement contained in Section 611 and Section 617 of the Master Indenture.

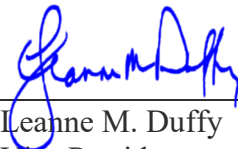
D. The District hereby certifies to Trust Company that no Event of Default or event which, with the giving of notice or the passage of time or both, would become an Event of Default, has occurred, and is continuing under the Master Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, effective as of the day and year first above written.

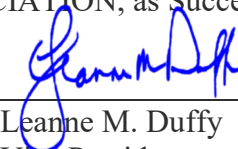
PASEO COMMUNITY DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

By:  \_\_\_\_\_  
Name: Leanne M. Duffy  
Title: Vice President

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Successor Trustee

By:  \_\_\_\_\_  
Name: Leanne M. Duffy  
Title: Vice President

# Tab 6

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Paseo Community Development District

Subrecipient's unique entity identifier: \_\_\_\_\_

Federal Award Date: 9/30/2022

Subaward Period of Performance Start and End Date (Cat A-B): Sep 23, 2022- Mar 29, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Sep 23, 2022- Mar 29, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient  
by the pass-through entity to include this Agreement: \_\_\_\_\_

Total Amount of the Federal Award committed to the Subrecipient  
by the pass-through entity: \_\_\_\_\_

Federal award project description (see Federal Funding  
Accountability and Transparency Act (FFATA): Grant for communities to respond to and  
recover from major disasters or  
emergencies and for limited mitigation  
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity: Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Paseo Community Development District

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Paseo Community Development District (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name            Jennifer Stallings  
 Title            Grant Program Manager  
 Bureau of       Recovery  
 Address:       Florida Division of Emergency Management  
                     2555 Shumard Oak Blvd.  
                     Tallahassee, FL 32399-2100  
 Telephone:    (850) 815-4408  
 Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**



**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

**(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

**(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

**(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	<b>Reporting Time Period</b>	<b>Subrecipient Report Submittal Deadline</b>
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT: Paseo Community Development District**

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

Date: \_\_\_\_\_

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title  
**11980 Paseo Grande Blvd.**  
Street Address  
**Fort Myers, FL, 33912**  
City, State, Zip

\_\_\_\_\_  
Date

**Paseo Community Development District**  
\_\_\_\_\_  
Subrecipient's Name  
**Z3350**  
\_\_\_\_\_  
DEM Contract Number

## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3:** "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)  
 FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
 FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Paseo Community Development District

<b>Box 1: Authorized Agent (Full Access)</b>	<b>Box 2: Primary Contact (Full Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 3: Alternate Contact (Full Access)</b>	<b>Box 4: Other-Finance/Point of Contact (Full Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b>	<b>Box 6: Other-Environmental-Historic (Full Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_

**Subrecipient Authorized Representative Signature**

\_\_\_\_\_

**Date**



**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Paseo Community Development District

**Date:**

**Box 7: Other (Read Only Access)** | **Box 8: Other (Read Only Access)**

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

**Box 9: Other (Read Only Access)**

**Box 10: Other (Read Only Access)**

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

**Box 11: Other (Read Only Access)**

**Box 12: Other (Read Only Access)**

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** \_\_\_\_\_ **Day:** \_\_\_\_\_

Subrecipient's Federal Employer's Identification Number (EIN) 52-2458925

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 071-UMQVF-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date

# Tab 7



# Proposal

Proposal# SPN99324  
Proposal Date: 12/21/2022  
Valid Until: 1/20/2023

2801 N. Powerline Road  
Pompano Beach, FL 33069  
Tel 954-971-7350 Fax 954-975-0791

Customer # 8248  
Paseo Community Development District  
c/o Rizzetta & Company  
9530 Marketplace Road Suite 206  
Fort Myers, FL 33912  
Tel: 239-989-0303 Fax: <NA>

Job Site: 9286  
Paseo South Station Replacement  
Penzance Blvd  
Fort Myers, FL 33912  
Tel: -- Contact: Belinda Blandon  
Model# HC3F-50J20PDV-460/3-CFHMR3L-Z

Nature of Service:

**S/O- Filter Parts Replacement Spines, Discs, O Rings (See breakdown)**

Per your request, below is pricing for filter replacement discs and correlated components to represent a spare set.

(30) sets of 120 mesh filter discs (one set per pod) - **\$2443.73**----- Initial to Accept - \_\_\_\_\_

or

(30 sets of spines, 120 mesh filter discs, and O-rings (one set per pod) - **\$5747.48** ---- Initial to Accept - \_\_\_\_\_

**Sub Total: \$0.00**

\_\_\_\_\_  
**Grand Total: \$0.00**

**TERMS:** Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Accepted By:  
Hoover Pumping Systems, Corp.

\_\_\_\_\_  
Nathan Dreher

Accepted By:  
Paseo Community Development District

\_\_\_\_\_  
Signature/ Printed Name/ Date



# Proposal

Proposal# SPN99323  
Proposal Date: 12/21/2022  
Valid Until: 1/20/2023

2801 N. Powerline Road  
Pompano Beach, FL 33069  
Tel 954-971-7350 Fax 954-975-0791

Customer # 8248  
Paseo Community Development District  
c/o Rizzetta & Company  
9530 Marketplace Road Suite 206  
Fort Myers, FL 33912  
Tel: 239-989-0303 Fax: <NA>

Job Site: 9286  
Paseo South Station Replacement  
Penzance Blvd  
Fort Myers, FL 33912  
Tel: -- Contact: Belinda Blandon  
Model# HC3F-50J20PDV-460/3-CFHMR3L-Z

### Nature of Service:

#### **S/O: Well/Tank Water Level Pressure Transducer Installation**

Per your request, this proposal is to install a level transducer in the new chemical injection tank which will display and communicate current chemical level conditions and can also shut down irrigation if desired, all through Flowguard.

Hoover proposes the following:

- Install new level transducer and wiring from the chemical tank back to the pump station control panel.
- Configure settings in Flowguard.
- Test operation.

**Sub Total: \$1,996.46**

---

**Grand Total: \$1,996.46**

**TERMS:** Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Accepted By:  
Hoover Pumping Systems, Corp.

---

Nathan Dreher

Accepted By:  
Paseo Community Development District

---

Signature/ Printed Name/ Date

# Tab 8



**EARTH TECH ENVIRONMENTAL**

10600 Jolea Avenue  
 Bonita Springs, FL 34135 US  
 (239) 304-0030  
 www.eteflorida.com

# Proposal

**ADDRESS**

Paseo CDD  
 c/o Rizzetta & Company Inc  
 9530 Marketplace Road  
 Suite 206  
 Ft Myers, FL 33912

**PROPOSAL #** 2895

**DATE** 12/05/2022

**EXPIRATION DATE** 01/31/2023

**PROJECT**  
 PASEO CDD

**PROJECT MANAGER**  
 donnb@eteflorida.com

**PROJECT NO.**  
 130101.1

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Ecosystem Restoration/ Maint Tasks:Preserve Maintenance</b> Task 1.0 2023 Semiannual Preserve Maintenance: Earth Tech Environmental LLC will perform two (2) semiannual maintenance events within ± 147.50 AC of preserves at Paseo Community Development District in Ft. Myers, FL. This task will consist of treatment of all FLEPPC category I & II exotic/nuisance species and selective invasive species within the designated areas. Eradication methods will consist of (1) cutting and stump treatment of all woody exotic/nuisance species; (2) frill and/or girdle of any woody exotic/nuisance species greater than 4" DBH; (3) foliar treatment of all saplings and/or herbaceous exotic/nuisance species; and (4) hand pulling of exotic/nuisance saplings. All treated vegetation will remain within the project boundaries. A qualified project manager licensed to apply herbicide in aquatic areas, ROW, forested areas and natural areas will supervise all work.	2	9,100.00	18,200.00
	<b>Ecosystem Restoration/ Maint Tasks:Environmental Services</b> Task 2.0 2023 Semiannual Control Structure & Spreader Swale Maintenance: Earth Tech Environmental LLC will perform two (2) semiannual maintenance events within ± 21,441SF of spreader swales and designated control structures adjacent to preserve areas at Paseo Community Development District in Ft. Myers, FL. This task will consist of selective removal and foliar treatment of vegetation within the spreader swales and control structures. A qualified project manager licensed to apply herbicide in aquatic areas, ROW, forested areas and natural areas will supervise all work.	2	900.00	1,800.00
				Subtotal: 20,000.00
	<b>Ecosystem Restoration/ Maint Tasks:Semi Annual Preserve Maintenance</b> Task 3.0 2024 Semiannual Preserve Maintenance: Earth Tech Environmental LLC will perform two (2) semiannual maintenance events within ± 147.50 AC of preserves at Paseo Community Development District in Ft. Myers, FL. This task will consist of treatment of all FLEPPC category I & II exotic/nuisance species and selective invasive species within the designated areas. Eradication methods will consist of (1) cutting and stump treatment of all woody exotic/nuisance species; (2) frill and/or girdle of any woody exotic/nuisance species greater than 4" DBH; (3) foliar treatment of all saplings and/or herbaceous exotic/nuisance species; and (4) hand pulling of exotic/nuisance saplings. All treated vegetation will remain within the project boundaries. A qualified project manager licensed to apply herbicide in aquatic areas, ROW, forested areas and natural areas will supervise all work.	2	9,100.00	18,200.00

" Land, Water and the Environment ... Protecting what's important "

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Ecosystem Restoration/ Maint Tasks:Environmental Services</b> Task 4.0 2024 Semiannual Control Structure & Spreader Swale Maintenance: Earth Tech Environmental LLC will perform two (2) semiannual maintenance events within ± 21,441SF of spreader swales and designated control structures adjacent to preserve areas at Paseo Community Development District in Ft. Myers, FL. This task will consist of selective removal and foliar treatment of vegetation within the spreader swales and control structures. A qualified project manager licensed to apply herbicide in aquatic areas, ROW, forested areas and natural areas will supervise all work.	2	900.00	1,800.00

Earth Tech Environmental LLC will provide the above listed environmental services within the designated areas at Paseo CDD. If you agree to these services please send a signed copy of this proposal to [donnb@eteflorida.com](mailto:donnb@eteflorida.com) for work to be scheduled.







TOTAL

**\$40,000.00**

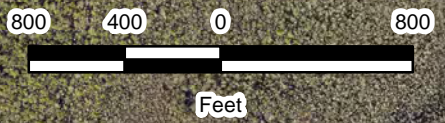
Accepted By

Accepted Date



-  Overall Community Boundary
-  Berm Maintenance (453 Ln Ft)
-  Perimeter Berm Native Veg. Maintenance
-  Spreader Swales (21,441 SqFt)
-  Preserve Boundary (148.98 Ac)
-  Control Structures (2 Tot.)

Note:  
2019 Aerial, Project Boundary and Preserve Limits  
obtained from Lee County Property Appraiser.



Paseo CDD  
Lee County, Florida



EARTH TECH ENVIRONMENTAL, LLC  
10600 JOLEA AVE  
BONITA SPRINGS, FLORIDA 34135  
PHONE (239) 304-0030 FAX (239) 324-0054  
WWW.ETEFLOIDA.COM



SHEET NO.  
X

DATE  
8/13/19

PROJECT NO.  
N/A

SCALE  
AS SHOWN

Preserve Map

# Tab 9



# PROPOSAL

<b>Proposal submitted to:</b> Paseo Community Development	<b>Phone:</b> (239) 936-0913	<b>Date:</b> January 11, 2023
<b>Street:</b> 11980 Paseo Grande Blvd.	<b>Job Contact:</b> Belinda Blandon, District Manager	
<b>City, State, Zip Code:</b> Fort Myers, FL 33912	<b>Job Location:</b> Same as Above	<b>Reference No:</b> PR-221109

*We are pleased to submit the following proposal for your review and acceptance:*

Qty.	Item No.	Description	Amount
1		<p>TO SUPPLY LABOR, MATERIALS AND EQUIPMENT SERVICES FOR DESIGN, MANUFACTURE AND/ OR COMPLETION AS FOLLOWS:</p> <p>To dig and pull out all existing poles, re-dig holes, pour new concrete, level and reinstall</p> <p>Manufacture and install ten (10) new decorative street sign poles NTE 12 Ft above grade with STOP signs Poles to be fluted with classic base Includes ball topper for poles, mounting arm with scroll for round poles, Back plates for 30" octagon sign blade, #10 Back plate for SPEED LIMIT sign blade, #1 (for one multi-backer pole) Sign bracket (set of 2) each for round poles Manufacture and replace street sign panels to be black with standard engineer grade reflective yellow vinyl die-cut lettering All new poles to be set in new concrete footers</p> <p>Copy to match existing street names and letter style</p> <p>Signage copy, dimensions, and colors to be as per approved layout; Customer to provide artwork for logo or brand duplication</p>	\$32,980.00



*We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:*

Thirty-Two Thousand, Nine Hundred, Eighty & 00/100

( \$32,980.00 )

**Payment Terms: 50% ( \$ 16,490.00 ) deposit to commence with order; Balance is due on completion.**

All material guaranteed to be as specified. All work to be complete in a workman-like manner, according to standard practices. Any installation to be performed by qualified and licensed installers, Rocktide Construction per SFBC. Any alteration or deviation from above specification involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. Title, ownership and right to possession of the above-described property shall remain with the seller and not pass to purchaser until the total amount of the agreement has been paid in full. Any costs associated with the recovery efforts involving legal claims, lawsuits and collections of this agreement shall be borne by the purchaser. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Due to recent unstable material pricing, we reserve the right to withdraw this proposal and re-review, if not accepted within **14** days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



Print Name: \_\_\_\_\_



# Tab 10

**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, October 26, 2022 at 10:01 a.m.** at the Paseo Village Center, located at 1611 Paseo Grande Boulevard, Fort Myers, Florida 33912.

Present and constituting a quorum:

Steven Brown	<b>Board Supervisor, Chairman</b>
Sharon Schulman	<b>Board Supervisor, Vice Chair</b>
Jim Heether	<b>Board Supervisor, Assistant Secretary</b>
James Morris	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Andrew Cohen	<b>District Counsel</b>
	<b>Persson, Cohen, Mooney, Fernandez &amp; Jackson, P.A.</b>
Doug Tarn	<b>District Engineer, Barraco &amp; Associates, Inc.</b>
Bryan Schaub	<b>Landscape Specialist, Rizzetta &amp; Company, Inc.</b>
	<b>(via speaker phone)</b>
Jose Matallana	<b>Paseo CDD, Field Manager</b>
Joe Green	<b>Pinnacle Landscapes</b>
Ted Galeno	<b>Pinnacle Landscapes</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**

Mr. Brown opened the floor to public comments.

Mr. Pappas recognized the CDD for all of the work after Hurricane Ian. He further advised that he is the Chairman of the Hog Subcommittee and reviewed the efforts of the Subcommittee. Mr. Pappas reviewed the proposal received for hog trapping as well as the hog reporting system.

Ms. Johnson thanked the Board for the clean up after Hurricane Ian.

48 Mr. Russell echoed Mr. Pappas comments related to the hog proposal and he  
49 encouraged the Board to approve the hog trapping proposal.  
50

51 Ms. Ann thanked the Board for the clean-up efforts after Hurricane Ian; she further  
52 spoke regarding the hogs.  
53

54 Mr. Cimmino echoed comments related to the hog trapping proposal.  
55

56 Ms. Ellen spoke regarding hog concerns.  
57

58 Ms. Christine addressed the Board regarding hog concerns.  
59

60 Ms. Baskin spoke regarding hog concerns.  
61

62 Ms. Char spoke regarding hog concerns and advised that a man was in a golf cart  
63 capturing hogs.  
64

65 Mr. Tom advised of safety concerns related to the hogs.  
66

67 Mr. Pat advised that he has not had hog issues in the past and is curious as to how  
68 much Hurricane Ian has impacted the hog sightings.  
69

70 Ms. Gail advised of concerns related to hog damage.  
71

72 Mr. Matt, president of Esperanza 4, addressed the Board regarding hog concerns.  
73

74 **THIRD ORDER OF BUSINESS**

**District Engineer Staff Report**

75  
76 Mr. Tarn advised that they had applied for a SIT permit for the irrigation pad, and they  
77 have since applied to have the permit withdrawn. He advised that regarding the asset  
78 review, the field work has been completed and the data is being compiled. Mr. Tarn advised  
79 of surveying conducted for the sidewalks as well as creating exhibits related to sidewalks at  
80 the amenity center to determine ownership and maintenance responsibility. Discussion  
81 ensued. The Board asked that staff generate a letter agreement for the CDD to maintain  
82 certain sidewalks that may have shared ownership.  
83

84 **FOURTH ORDER OF BUSINESS**

**Hurricane Ian Update**

85  
86 Ms. Bandon advised that she did keep the board apprised of pre hurricane  
87 preparation and post hurricane clean up; she advised that Paseo had great communication  
88 throughout.  
89

90 **FIFTH ORDER OF BUSINESS**

**Ratification of Action Taken Due to  
Hurricane Ian**

91  
92  
93 Ms. Bandon detailed the actions taken by the Board that require ratification:  
94 authorization for Pinnacle to begin clean up at a rate of \$42.00 per person, per hour,

95 EarthBalance, \$3,250 per day, Crocker Land Development, \$12,500 for relocation of debris,  
96 signage replacement from Advance Tek for \$4,697.50. She advised that there are pending  
97 actions as well. Ms. Schulman thanked the volunteers within the community who assisted  
98 in clean up efforts.  
99

On a Motion by Mr. Brown, seconded by Mr. Heether, with all in favor, the Board Ratified Actions Taken for Hurricane Ian Recovery Efforts, for the Paseo Community Development District.

100  
101 Ms. Blandon spoke regarding homeowner responsibilities after the storm; she  
102 recommended conducting a workshop for clarifying what issues may not be CDD related.  
103

104 **SIXTH ORDER OF BUSINESS** **Post Hurricane Ian Landscape**  
105 **Inspection Report**  
106

107 Mr. Schaub reviewed the post hurricane clean up and inspection process. Mr.  
108 Brown reviewed additional storm related damage. Ms. Blandon reviewed landscaping and  
109 irrigation damages. Discussion ensued. Ms. Schulman inquired as to the removal of  
110 coconuts from the palms per the contract. Mr. Schaub advised that he will address the  
111 concern.  
112

113 **SEVENTH ORDER OF BUSINESS** **Consideration of Addendum No 1 to**  
114 **the Contract for Professional**  
115 **Landscape Inspection Services**  
116

117 Ms. Blandon advised that the amount of the addendum is included in the adopted  
118 budget. She asked if there were any questions. There were none.  
119

120 On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board  
121 Approved Addendum No 1 to the Contract for Professional Landscape Inspection Services  
122 Budget, for the Paseo Community Development District.

123  
124 **EIGHTH ORDER OF BUSINESS** **Consideration of Pinnacle**  
125 **Landscapes Proposal for Preventative**  
126 **Treatment of 229 Foxtail Palms for**  
127 **Weevil Infestation and Micronutrient**  
128 **Drench**  
129

130 Ms. Blandon advised that the total cost of the proposal by Pinnacle Landscapes is  
131 \$10,534.00 and asked if there were any questions. There were none.  
132

133 On a Motion by Mr. Brown, seconded by Mr. Heether, with all in favor, the Board Approved  
134 the Pinnacle Landscapes Proposal for Preventative Treatment of 229 Foxtail Palms for  
135 Weevil Infestation and Micronutrient Drench, in the Amount of \$10,534.00, for the Paseo  
136 Community Development District.  
137

**NINTH ORDER OF BUSINESS**

**Consideration of Solitude Lake  
Management Contract Addendum for  
Snail Treatment**

Ms. Blandon advised that the Board previously held a discussion in adding this service to the back lakes as it has worked well in the front lakes. She asked if there were any questions. There were none.

On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board Approved the Solitude Lake Management Contract Addendum for Snail Treatment, in the Amount of \$184.00 per Month (\$2,208.00 Annually), for the Paseo Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Johnston  
Engineering 2022-2023 WUP  
Compliance Monitoring Renewal**

Ms. Blandon advised that the renewal agreement does not include an increase. She asked if there were any questions. There were none.

On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board Approved the Johnson Engineering 2022-2023 WUP Compliance Monitoring Renewal, with No Increase, Subject to Review and Preparation of an Agreement by Counsel, for the Paseo Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Ratification of FIA Insurance Proposal  
Package for Fiscal Year 2022/2023**

Ms. Blandon advised that the insurance renewal for fiscal year 2022/2023 came in under budget and asked if there were any questions. Mr. Brown asked that Ms. Blandon reach out to EGIS to inquire as to reducing the deductible.

On a Motion by Ms. Schulman, seconded by Mr. Heether, with all in favor, the Board Ratified the Approval and Execution of the FIA Insurance Proposal Package for Fiscal Year 2022/2023, for the Paseo Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Discussion Regarding Mulch**

Mr. Brown advised that the mulch has washed out and he has had discussions with associations who are also looking for alternative solutions to the bark mulch. He advised that Pinnacle had identified alternative solutions and so he would like to table this item until Pinnacle is available for discussion at the next meeting.

**THIRTEENTH ORDER OF BUSINESS**

**Discussion Regarding Feral Hogs and  
Damage**



184 Mr. Brown advised that he has downloaded the hog damage report and conducted  
185 an analysis of hog damage; he reviewed the analysis for the Board. Mr. Brown responded  
186 to comments related to the hogs and damage that were received during the public comment  
187 portion of the meeting. Mr. Brown read an email response from Slough management related  
188 to hog trapping. He reviewed the constraints related to the CDD trapping hogs.  
189

190 Ms. Schulman advised that the residents need to contact the County as the problem  
191 can best be addressed by the County. Board discussion ensued. Mr. Heether recommended  
192 moving forward with trapping.  
193

194 Ms. Blandon stated for the record that the CDD does not have a budget line item for  
195 hog trapping; she further advised that the CDD is not responsible for the hogs.  
196

On a Motion by Mr. Heether, seconded by Mr. Morris, with all in favor, the Board Approved Paying Fifty Percent of the Conserve Proposal Provided by the Hog Subcommittee, Not to Exceed \$5,705, for the Paseo Community Development District.

197  
198 The Board took a brief recess at 11:24 a.m. and was back on the record at 11:32 a.m.  
199

200 **FOURTEENTH ORDER OF BUSINESS**                      **Discussion Regarding Rectangular**  
201 **Tree Beds**

202  
203 Mr. Brown spoke regarding the tree beds and the purpose of switching to rectangular  
204 beds, however; the rectangular beds are causing the mulch to wash into the gutters and  
205 sidewalks. He advised that he has asked Pinnacle to provide a formal proposal to make the  
206 beds circular again. Discussion ensued. This item was tabled until Pinnacle can provide a  
207 formal proposal.  
208

209 **FIFTEENTH ORDER OF BUSINESS**                      **Consideration of the Minutes of the**  
210 **Audit Committee Meeting held on**  
211 **August 17, 2022**

212  
213 Ms. Blandon presented the Minutes of the Audit Committee meeting held on August  
214 17, 2022 and asked if there were any questions, comments, or changes to the minutes as  
215 presented. There were none.  
216

On a Motion by Mr. Heether, seconded by Ms. Schulman, with all in favor, the Board Accepted the Minutes of the Audit Committee Meeting held on August 17, 2022, for the Paseo Community Development District.

217  
218 **SIXTEENTH ORDER OF BUSINESS**                      **Consideration of the Minutes of the**  
219 **Board of Supervisors' Meeting held on**  
220 **August 17, 2022**  
221

222 Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on  
223 August 17, 2022 and asked if there were any questions, comments, or changes to the  
224 minutes as presented. There were none.  
225

On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on August 17, 2022, for the Paseo Community Development District.

226 **SEVENTEENTH ORDER OF BUSINESS** **Consideration of Operations and**  
227 **Maintenance Expenditures for the**  
228 **Month of July 2022**  
229  
230

231 Ms. Blandon advised that the Operations and Maintenance expenditures for the  
232 period of July 1-31, 2022 totaled \$159,349.17 and asked if there were any questions. Ms.  
233 Blandon responded to questions from the Board.  
234

On a Motion by Mr. Brown, seconded by Mr. Morris, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of July 2022, totaling \$159,349.17, for the Paseo Community Development District.

235 **EIGHTEENTH ORDER OF BUSINESS** **Staff Reports**  
236  
237

238 A. District Counsel

239 Mr. Cohen advised that an RFP was not required for the Hoover Contract  
240 and so that work is moving forward. He advised that he prepared the lighting  
241 contract. Mr. Cohen provided an update regarding the Hidalgo property. Mr  
242 Brown provided an update based on a conversation he had with the  
243 homeowner.  
244

245 B. District Manager

246 Ms. Blandon reminded the Board that there is no meeting in November and  
247 advised that the next meeting of the Board of Supervisors is scheduled for  
248 Wednesday, December 14, 2022 at 10:00 a.m.  
249

250 Ms. Blandon thanked Mr. Heether for his years of service, hard work, and  
251 dedication. Ms. Schulman thanked Mr. Heether for his dedication to the  
252 community. Mr. Brown provided background as to Mr. Heether's service on  
253 the Board and to the community.  
254

255 Ms. Blandon advised that the multi-use path lighting is behind schedule due  
256 to the hurricane, however; the work has begun.  
257

258 Ms. Blandon reviewed the electrical issues related to the irrigation pumping  
259 system. Discussion ensued.

260  
261 Mr. Heether thanked Ms. Blandon, staff, and volunteers for their hard work  
262 and efforts following the hurricane.

263  
264 Mr. Brown inquired as to the bullrush in lake 22. Ms. Blandon advised that  
265 this lake has been reviewed and a section cleared previously, she advised  
266 that the area is intended to be a littoral shelf. The Board advised they would  
267 like to leave the lake as is at this time.

268  
269 **NINETEENTH ORDER OF BUSINESS** **Supervisor Requests and Audience**  
270 **Questions**

271  
272 Ms. Blandon opened the floor to Supervisor requests.

273  
274 Ms. Schulman inquired as to the landscaping plan for the multi-use path. Ms.  
275 Blandon advised that she will reach out to Mr. Toborg to inquire as to the status.

276  
277 Mr. Heether inquired as to the cleaning of the stormwater system debris build up.  
278 Ms. Blandon advised that this work will be delayed due to the hurricane.

279  
280 Mr. Brown advised that if someone should ask what the CDD covers please ensure  
281 to be being specific that the CDD maintains the Stormwater system and not the sewage  
282 system. He advised that proposals are forthcoming for sidewalk repairs. Mr. Brown  
283 advised that the city is working on making the repairs to the Esperanza bridge.

284  
285 Mr. Brown opened the floor to audience comments.

286  
287 Mr. Francis inquired as to the status of the Oak Tree removal project. Mr. Brown  
288 advised that the East side is yet to be completed. Mr. Francis advised that the resident  
289 entry gate is erratic in how it functions.

290  
291 A resident spoke regarding providing information to residents in the future related  
292 to hurricane clean up.

293  
294 **TWENTIETH ORDER OF BUSINESS** **Adjournment**

295  
296 Ms. Blandon advised there was no further business to come before the Board and  
297 asked for a motion to adjourn the meeting.

298  
299  
300  
301  
302

On a Motion by Mr. Brown, seconded by Mr. Heether, with all in favor, the Board adjourned the meeting at 12:10 p.m., for the Paseo Community Development District.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

**Tab 11**

**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, December 14, 2022 at 10:00 a.m.** at the Paseo Village Center, located at 1611 Paseo Grande Boulevard, Fort Myers, Florida 33912.

Present and constituting a quorum:

Steven Brown	<b>Board Supervisor, Chairman</b>
Sharon Schulman	<b>Board Supervisor, Vice Chair</b>
Ian Noy	<b>Board Supervisor, Assistant Secretary</b>
David Cabell	<b>Board Supervisor</b>
Debra Johnson	<b>Board Supervisor</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Andrew Cohen	<b>District Counsel</b>
	<b>Persson, Cohen, Mooney, Fernandez &amp; Jackson, P.A.</b>
Doug Tarn	<b>District Engineer, Barraco &amp; Associates, Inc.</b>
Wes Kayne	<b>Vice President of Engineering, Barraco &amp; Associates, Inc.</b>
Bryan Schaub	<b>Field Services Manager, Rizzetta &amp; Company, Inc.</b>
John Fowler	<b>Field Services Manager, Rizzetta &amp; Company, Inc.</b>
Joe Green	<b>Pinnacle Landscapes</b>
Evan Fey	<b>Pinnacle Landscapes</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

**Administer Oath of Office to Newly Elected Supervisors**

Ms. Blandon administered the Oath of Office to Mr. David Cabell and Ms. Debra Johnson. She advised both that they are eligible to receive Supervisor Compensation for their attendance at meetings. Mr. Cabell stated that he elects to receive Supervisor Compensation. Ms. Debra Johnson stated that she elects to receive Supervisor Compensation.

**THIRD ORDER OF BUSINESS**

**Sunshine Workshop**

Mr. Cohen provided an overview of the Sunshine Laws and provided a test. He further provided an overview of public records considerations and recommended that each Supervisor utilize their CDD email accounts for all correspondence related to CDD business. Mr. Cohen responded to questions from the Board.

**FOURTH ORDER OF BUSINESS**

**Public Comment**

Mr. Brown opened the floor to public comments.

Ms. Abbott thanked the Board for making the memorial plaque an agenda item and reviewed correspondence related to the plaque; she advised that the column where the plaque is mounted is on Condo Association property.

Mr. Heether stated that the plaque that was put up needed to be put up to honor the gentleman who gave his life making the path possible.

Mr. Russell addressed the Board regarding the Sunshine Law and any possible violations related to the plaque.

Ms. Konopaske addressed the Board regarding feral hog concerns and storm drain concerns.

Mr. Buchinski acknowledged the CDD support for the current hog initiative and provided an update related to the feral hogs. Mr. Buchinski asked that the CDD continue to assist in a long-term solution.

Mr. Traub addressed the Board regarding mulch. He further inquired as to more specific Sunshine requirements. Mr. Traub completed Ms. Abbott's statement related to the path, thanking the CDD for working on the path.

Ms. Bolger addressed the Board regarding the memorial plaque.

Mr. Konopaske addressed the Board regarding the meaning of the plaque.

**FIFTH ORDER OF BUSINESS**

**District Engineer Staff Report**

Mr. Tarn advised that the onsite portion of the asset review has been completed and they have started compiling the information with the plan to have it available in January.

Mr. Kayne introduced himself and asked if there were any questions.

Mr. Brown asked that Mr. Tarn review the proposal for paver repairs and prioritize the proposal along with the asset review. Discussion ensued.

**SIXTH ORDER OF BUSINESS**

**Discussion Regarding Memorial  
Plaque Installed on Concrete Column**

Mr. Brown provided an overview of the background to the issue for the new Supervisors outlining deeds and ownership/maintenance responsibilities. Discussion ensued. Mr. Noy made a motion to allow the plaque to remain on the column. Ms. Johnson seconded the motion. Ms. Schulman recommended that a plan be established by the Master Association related to memorial plaques and in the meantime the CDD not allow memorial plaques on CDD property. Mr. Brown concurred with Ms. Schulman. Mr. Cohen recommended that the Board authorize an easement related to the CDD-owned fence and columns on Condo Association property. Mr. Kayne inquired as to whether documentation is needed from Barraco & Associates. Mr. Cohen advised he will reach out for necessary documentation.

On a Motion by Mr. Noy, seconded by Ms. Johnson, with all in favor, the Board Determined that the Memorial Plaque Shall Remain, Authorized District Counsel to Prepare an Easement, and further, the CDD Will Not Allow Additional Memorialization on CDD Property, for the Paseo Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01,  
Redesignating Officers of the District**

Mr. Cohen provided an overview of the resolution. Ms. Schulman nominated Mr. Brown to serve as Chairman, Mr. Cabell seconded the nomination. Mr. Brown nominated Ms. Schulman to serve as Vice Chair, Mr. Noy seconded the nomination. Ms. Blandon advised that the remaining Supervisors will serve as Assistant Secretaries along with herself, Mr. Matthew Huber, and Ms. Melissa Dobbins.

On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board Redesignated Offices of the District as Follows: Mr. Steven Brown to Serve as Chairman, Ms. Sharon Schulman to Serve as Vice Chair, and Mr. Ian Noy, Ms. Debra Johnson, Mr. David Cabell, Ms. Belinda Blandon, Ms. Melissa Dobbins, and Mr. Matthew Huber to Serve as Assistant Secretaries, for the Paseo Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Update Regarding Hurricane  
Recovery**

Ms. Blandon advised that FEMA has assigned a program delivery manager; she advised that a call was held in early December and a recovery scoping meeting will be held in January. Ms. Blandon advised that she is currently working on the FEMA required damage inventory. She advised that FEMA will require a funding agreement and they will not cover any costs associated with tree or debris removal from private property as it is homeowner responsibility. Ms. Schulman thanked Ms. Blandon for all of her work with the hurricane recovery efforts. Ms. Blandon responded to questions from the Board.

**NINTH ORDER OF BUSINESS**

**Consideration of Suntech Electrical Proposal for Post Hurricane Lighting Repairs**

Ms. Bandon advised that the total price for hurricane repairs by Suntech is \$6,340.00 and responded to questions from the Board.

On a Motion by Ms. Schulman, seconded by Mr. Noy, with all in favor, the Board Approved the Suntech Electrical Proposal for Post Hurricane Lighting Repairs, Totaling \$6,340.00, for the Paseo Community Development District.

**TENTH ORDER OF BUSINESS**

**Review of November 2022 Landscape Inspection Report**

Mr. Schaub introduced Mr. John Fowler and provided an overview of the landscape inspection conducted on November 8, 2022. He responded to questions from the Board.

Ms. Schulman inquired as to the landscaping plan for the multi-use path. Ms. Bandon advised that Mr. Toborg is completing a booklet for Board review.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Pinnacle Landscapes Mulch and Pinestraw Proposal**

Ms. Bandon advised that Pinnacle was asked to provide an option for Pinestraw in the square beds around the foxtail palms. Mr. Brown advised that he would like a proposal to go back to circular beds at the foxtail palms; he further advised that the mulch tends to wash out and so an alternative should be explored. Board discussion ensued. This item was tabled to allow for Pinnacle to provide a proposal to change the tree rings back to circular, and to provide separate proposals for mulch and pinestraw.

**TWELFTH ORDER OF BUSINESS**

**Discussion Regarding Homeowner Tree Removal and Cease and Desist Sent**

Mr. Cohen reviewed the history of the issue related to the tree being removed from CDD property as well as the same resident being verbally abusive toward gatehouse staff. Mr. Brown provided additional history to the issue. Discussion ensued.

On a Motion by Ms. Schulman, seconded by Mr. Noy, with four in favor and one opposed, the Board Determined that Due to Confusion, the Tree Issue will Not be Pursued Any Further, and the Board is Not Setting a Precedent, for the Paseo Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Discussion Regarding Gatehouse Access Policies and Procedures**



178  
179 Mr. Cohen reviewed the letter he sent to the resident as directed by the CDD Board  
180 of Supervisors as to the residents' actions resulting in suspension of the resident's  
181 transponder for a period of thirty days due to abusive language toward the gatehouse  
182 staff. Mr. Brown provided background as to the situation surrounding the issue.  
183 Discussion ensued.  
184

185 On a Motion by Mr. Noy, seconded by Ms. Schulman, with all in favor, the Board Directed  
186 Staff to Deactivate the Resident Transponder for One Hundred Twenty Days, Subject to  
187 Counsel Providing Notice to the Resident, for the Paseo Community Development District.  
188

189 Ms. Blandon reviewed concerns related to homeowner's actions toward the  
190 gatehouse attendants; she reviewed the options available to residents related to providing  
191 notice advising of guest arrival. Mr. Brown provided input as to the guards' interaction  
192 with homeowners and guests.  
193

194 Ms. Blandon advised that TEM is scheduled to be onsite next week to train on the  
195 access kiosk. Discussion ensued.  
196

197 The Board took a brief recess at 12:19 p.m. and was back on the record at 12:29 p.m.  
198

199 **FOURTEENTH ORDER OF BUSINESS Discussion Regarding Feral Hogs**  
200

201 Mr. Brown reviewed the video conference that he attended as well as his attempts  
202 to contact SFWMD related to the installation of a fence. He advised that he has attempted  
203 to obtain proposals for fencing of the community. Mr. Cohen advised that a professional  
204 would need to be hired in order to determine the methodology for an assessment. Mr.  
205 Brown reviewed pricing and fencing options and advised that this problem will not go  
206 away with trapping alone. Mr. Cabell provided additional input related to hog damage  
207 concerns; he advised that he feels the CDD has a duty to do something. Discussion  
208 ensued. Mr. Tarn advised that he will obtain pricing based on the Lee County  
209 Specifications.  
210

211 **FIFTEENTH ORDER OF BUSINESS Consideration of Superior Waterway**  
212 **Services Proposal for Fountain**  
213 **Maintenance**  
214

215 Ms. Blandon reviewed the service currently being provided and recommended that  
216 the Board accept the proposal as provided by Superior Waterway Services.  
217

218 On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board Approved  
219 the Superior Waterway Services Proposal for Fountain Maintenance, Subject to Preparation of  
an Agreement by District Counsel, for the Paseo Community Development District.

220 **SIXTEENTH ORDER OF BUSINESS** **Consideration of Earth Tech Proposal**  
221 **for Hurricane Related Trimming and**  
222 **Native Vegetation**  
223

224 Ms. Blandon advised that she has asked that Earth Tech provide a proposal for both  
225 hurricane related trimming and native vegetation trimming at the same time. Ms. Blandon  
226 advised that Earth Tech will not be removing downed trees within the preserve.  
227

On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board Approved the Earth Tech Proposal for Hurricane Related Trimming and Native Vegetation Trimming, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

228 **SEVENTEENTH ORDER OF BUSINESS** **Consideration of Fusion Welding**  
229 **Proposal for Gazebo Rail and Fence**  
230 **Repairs**  
231  
232

233 Ms. Blandon advised that an additional proposal was received from Nash Fence,  
234 totaling \$16,063.00 although she has worked with Fusion in the past and they may be the  
235 better option as Fusion Welding has worked in Paseo previously.  
236

On a Motion by Ms. Schulman, seconded by Mr. Cabell, with all in favor, the Board Approved the Fusion Welding Proposal for Gazebo Rail and Fence Repairs, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

237 **EIGHTEENTH ORDER OF BUSINESS** **Discussion Regarding Ameriscape**  
238 **Proposal for Sidewalk Repairs**  
239  
240

241 Ms. Blandon advised that Mr. Tarn will review this proposal along with the Asset  
242 Review they have conducted and will provide an opinion with the asset report. Discussion  
243 ensued.  
244

245 Mr. Noy left the meeting in progress at 1:14 p.m.  
246

247 **NINETEENTH ORDER OF BUSINESS** **Discussion Regarding Removing Oak**  
248 **and Black Olive Trees from Buffer**  
249 **Zones to Limit Hog Damage**  
250

251 Mr. Brown advised that he has inspected the entire south side of Paseo and noticed  
252 that the majority of backyard damage, not side yards, was under or near oak trees or black  
253 olive trees. He recommended placing the Palm Tree project on hold in order to remove the  
254 oak trees & black olive trees and replace them with a tree to be determined. Mr. Brown  
255 recommended that Ms. Schulman work with Pinnacle Landscape and Mr. Schaub to  
256 determine the replacement trees. The Board asked that Ms. Blandon obtain the necessary

257 proposals.

258

259 **TWENTIETH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held on  
October 26, 2022**

260

261

262

263 Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on  
264 October 26, 2022 and asked if there were any questions, comments, or changes to the  
265 minutes as presented. Ms. Johnson advised that the minutes state there were no public  
266 comments, however, there were public comments.

267

268 **TWENTY-FIRST ORDER OF BUSINESS**

**Staff Reports**

269

270 A. District Counsel

271 Mr. Cohen advised that he had no report but would be happy to answer any  
272 questions. There were none.

273

274 B. District Manager

275 Ms. Blandon advised that the next meeting of the Board of Supervisors is  
276 scheduled for Wednesday, January 25, 2023 at 10:00 a.m.

277

278 Ms. Blandon advised that the paver work on the bridge to be conducted by  
279 the City is ongoing; she recommended that the Board direct Counsel to  
280 send a demand notice to the City. Mr. Cohen cautioned that should he send  
281 a letter then the City Attorney will also get involved, which could slow the  
282 process. Mr. Brown advised that he will reach out to the City Council  
283 member.

284

285 Ms. Blandon advised that the irrigation pump project is underway, with the  
286 FPL shutdown scheduled for December 15<sup>th</sup>.

287

288 Ms. Blandon advised that the entry kiosk testing is scheduled for Tuesday,  
289 December 20<sup>th</sup> and the kiosk should be ready to go live after the holidays.

290

291 **TWENTY-SECOND ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Questions**

292

293

294 Ms. Blandon opened the floor to Supervisor requests.

295

296 Mr. Cabell inquired as to the status of the remaining multi-use path lighting. Ms.  
297 Blandon and Mr. Brown provided an update on the status as well as the vandalism of the  
298 lighting.

299

300 Mr. Brown recommended instituting comment cards. Ms. Blandon recommended  
301 a sign in sheet. Mr. Brown inquired as to the status of the damaged street signs. Ms.  
302 Blandon advised that she expects them to be in within a couple of weeks. Mr. Brown  
303 advised that the Field Manager has been let go and Rizzetta is in the process of

304 interviewing candidates. Mr. Brown advised that there is a market for coconut palms; and  
305 a vendor can come in and remove the coconut palms leaving the empty hole for a  
306 replacement, whatever that may be. Mr. Brown advised that regarding the irrigation pump,  
307 a water line was found under the ground as well as electrical wiring; he advised that the  
308 project is back on track. Mr. Brown advised that a lot of comments are being received  
309 concerning the headlight transponder; he advised that this transponder was  
310 recommended by the vendor. Mr. Brown spoke about the investment accounts, and he  
311 asked for Board approval to continue working on the investments. The Board concurred.  
312 Mr. Brown advised that a volunteer is needed to serve on the hog committee. Mr. Cabell  
313 advised that he would be happy to serve on the hog committee.  
314

315 Mr. Brown opened the floor to audience comments.  
316

317 Ms. Abbott inquired as to where the bond identifies personal property. She further  
318 advised of inconsistencies related to transponders. Ms. Abbott spoke regarding the  
319 memorial plaque.  
320

321 Ms. Konopaske thanked the gate guards and spoke regarding the slough trapping.  
322

323 Mr. Russell spoke regarding property transfers as well as deeds and transfers.  
324

325 Mr. Heather spoke regarding plant colors as well as fencing of the perimeter.  
326

327 Mr. Cobb spoke regarding assisting the hog committee.  
328

329 **TWENTY-THIRD ORDER OF BUSINESS      Adjournment**  
330

331 Ms. Blandon advised there was no further business to come before the Board and  
332 asked for a motion to adjourn the meeting.  
333

On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board  
adjourned the meeting at 1:51 p.m., for the Paseo Community Development District.

334  
335  
336  
337

\_\_\_\_\_  
Secretary/Assistant Secretary

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

# Tab 12

# PASEO COMMUNITY DEVELOPMENT DISTRICT

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District Office · Ft. Myers, Florida · (239) 936-0913

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

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

## Operation and Maintenance Expenditures August 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:    **\$133,009.41**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barraco and Associates, Inc.	100002	24529	Engineering Services 07/22	\$ 950.00
Coastal Staffing Service, Inc.	100008	11574	Week Worked 06/12/22 for Joyce Dallas and Paul Wissler	\$ 911.88
Florida Power & Light Company	20220826-01	Electric Summary 07/22	FPL Electric Summary 07/22	\$ 12,046.85
Ian Y Noy	100009	IN081722	Board of Supervisors Meeting 08/17/22	\$ 200.00
James A. Heether	100010	JH081722	Board of Supervisors Meeting 08/17/22	\$ 200.00
James J Morris	100011	JM081722	Board of Supervisors Meeting 08/17/22	\$ 200.00
Naples Electric Motor Works Inc	100012	26848	Service Call 07/22/22 Replaced Fuses	\$ 1,296.60
News-Press Media Group	100013	4818958	Legal AD 42414 07/22	\$ 1,674.40
Paseo CDD	DC080922	DC080922	Debit Card Replenishment	\$ 2,586.12
Persson, Cohen & Mooney, P.A.	100003	2412	Professional Services 07/22	\$ 356.25
Pinnacle Landscapes, Inc.	100017	14310	Irrigation Repairs 08/22	\$ 1,972.50
Pinnacle Landscapes, Inc.	100007	14367	General Monthly Maintenance 07/22	\$ 25,568.50

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pinnacle Landscapes, Inc.	100017	14396	Disposal of Trees 07/22	\$ 1,400.00
Pinnacle Landscapes, Inc.	100017	14403	Irrigation Repairs 08/22	\$ 404.50
Pinnacle Landscapes, Inc.	100007	14413	Irrigation Repairs 08/22	\$ 294.00
Pinnacle Landscapes, Inc.	100007	14420	Treat Foxtrail Palms 06/22	\$ 45,674.00
Pinnacle Pest Management Services, Inc.	100001	6332	Pest Control 06/22	\$ 63.00
Rizzetta & Company, Inc.	100000	INV0000070138	District Management Fees 08/22	\$ 7,349.84
Rizzetta & Company, Inc.	100000	INV0000070233	Personnel Reimbursement 07/22	\$ 2,156.90
Rizzetta & Company, Inc.	100000	INV0000070305	Management & Oversight, Personal Reimbursement Fees 08/22	\$ 2,984.62
Rizzetta & Company, Inc.	100000	INV0000070327	Cell Phone & Mileage 07/22	\$ 95.63
Sharon E. Schulman	100014	SS081722	Board of Supervisors Meeting 08/17/22	\$ 200.00
Steven A. Brown-Cestero	100015	SB081722	Board of Supervisors Meeting 08/17/22	\$ 200.00
Suntech Electrical Contractors, Inc.	100004	5484-66	Lighting Repair 08/22	\$ 4,495.00



# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Suntech Electrical Contractors, Inc.	100018	5484-67	Pump Repair 07/22	\$ 264.00
Suntech Electrical Contractors, Inc.	100016	5484-68	Lighting Repair 07/22	\$ 425.00
Suntech Electrical Contractors, Inc.	100016	5484-69	Lighting Repair 08/22	\$ 1,320.00
Superb Mechanical Services, Inc.	100019	F37877	Service Call 08/22	\$ 159.00
Superior Waterway Services, Inc.	100005	82045	Fountain Motor, Pump, and Starter Box 08/22	\$ 5,450.00
TEM Systems, Inc.	100006	INV22484	GateHouse Cloud - Monthly Fee 08/22-10/22	\$ 1,590.00
Weiser Security Services, Inc	100020	1073160	Guard Weekly Billing 07/22/22 to 07/28/22	\$ 3,417.46
Weiser Security Services, Inc	100020	1074048	Guard Weekly Billing 07/29/22 to 08/04/22	\$ 3,551.68
Weiser Security Services, Inc	100020	1075426	Guard Weekly Billing 08/05/22 to 08/11/22	\$ 3,551.68
<b>Report Total</b>				<b><u>\$ 133,009.41</u></b>