



Rizzetta & Company

Paseo Community Development District

**Board of Supervisors' Meeting
July 26, 2023**

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

www.paseocdd.org

PASEO COMMUNITY DEVELOPMENT DISTRICT

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

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

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

The Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time. **Please note that going forward all public comments on agenda and non-agenda items will be taken at the onset of the meeting. There will only be one public comment period. All those desiring to speak during public comment will need to sign the Speaker Sign In sheet.**

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

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

PASEO COMMUNITY DEVELOPMENT DISTRICT
District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.paseocdd.org

July 18, 2023

Board of Supervisors
**Paseo Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Paseo Community Development District will be held on **Wednesday, July 26, 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**
- 4. BUSINESS ITEMS**
 - A. Review of July 2023 Field Inspection Report..... Tab 1
 1. Update on Discussions Regarding Wetting Agents and Recommendations Going Forward
 2. Consideration of Pinnacle Landscapes Proposals for Bismarck Removal..... Tab 2
 - B. Consideration of Gatehouse Cleaning Proposals..... Tab 3
 1. Crystal Clean
 2. Jani King
 3. JanPro
 4. Sparkle & Shine
 - C. Consideration of Master Association Requests
 1. Purchase of CDD Land..... Tab 4
 2. Planting of Palms on CDD Land
 - D. Discussion Regarding Condo Association Correspondence Regarding Golf Carts..... Tab 5
 - E. Discussion Regarding Gatehouse Roof Replacement
 - F. Consideration of Resolution 2023-05, Redesignating the Secretary of the District..... Tab 6
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on May 24, 2023 Tab 7
 - B. Consideration of the Operations and Maintenance Expenditures for the Month of May 2023..... Tab 8

- 6. STAFF REPORTS**
 - A. District Counsel
 - B. District Manager Tab 9
 - 1. FEMA Process Update
- 7. SUPERVISOR REQUESTS**
- 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

PASEO

LANDSCAPE INSPECTION REPORT



July 10th, 2023

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:

- ❑ Mulch is ongoing but is not being installed at the right depth and being installed on some of the Foxtail Palm beds the contract stated not to.

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. Remove Crinum Lily flowering structures laying on the turf on the East end of Penzance Blvd. in front of the lake.
2. Make sure conservation area is maintained back to the sign and fire hydrant on the East end of Penzance between the lake and the start of the aluminum fence. (Pic. 2)
3. There are a couple Coconut palms with vertically hanging fronds that need removal on Penzance Blvd. between Paseo Grande Blvd. East to end of property.
4. Remove large weed growing through the Arboricola along the aluminum fence on the East side of Penzance ROW across the street from 8930.
5. There is a hanging frond in a Bismark Palm just as you turn onto Penzance Blvd. from Palomino Ln.
6. Clean the dead out of the Bird of Paradise on Penzance Blvd. from Paseo Grande Blvd. West to the end of property.
7. Clean the dead fronds and fruiting structures out of the Pygmy Date Palms from Paseo Grande Blvd. West to end of property.



Zone 1

8. Clean the dead material out of the Shell Ginger on Penzance ROW from Paseo Grande Blvd. West to end of property.
9. Remove sucker growth off the base of the Ligustrum trees on Penzance ROW from Paseo Grande Blvd. West to end of property.
10. The further West on Penzance Blvd. you travel from Paseo Grande Blvd. the larger the bed weeds. Please treat. (Pic. 10)



11. Remove the vines growing on top of the aluminum fence and Arboricola on Penzance Blvd. West of Paseo Grande Blvd.
12. Just noting there are still a couple dead Coconut trees along Penzance Blvd. West of Paseo Grande Blvd., reported from earlier reports, still present in the bed.
13. There are a couple Coconut palms with hanging vertical fronds that need removal on Penzance Blvd. West of Paseo Grande Blvd.
14. Tip prune dead out of Juniper 'Parsoni' on Paseo Grande Blvd. median island before entering gate.
15. Diagnose and treat the 'Petit' Ixora that appear chlorotic on the median island on Paseo Grande Blvd. before entering the guard gate.

16. Hand pull 3-to-4-inch weeds in the newly planted flowering shrubs at the median island that separates the visitors and residence entrance.
17. Just noting the three stumps are present on the outbound lane of Paseo Grande Blvd. after exiting the gate on the West side.
18. Bare area of Zoysia on Herminia St. between Paseo Grande Blvd. East and West side. Need to fill in with sod or possibly plugs.
19. Noting the tree ring project has been completed on Paseo Grande Blvd. for the Foxtail Palm beds. There are some weeds in the beds that need treatment. Was this not completed before mulching?
20. Remove and separate plant material growing into each other at the Southeast gazebo. Here it is the Arboricola and the 'Nora Grant' Ixora.
21. A large dead area of turf on the backside of the Southeast gazebo. Need sod or plugs to help fill back in before weeds take over. (Pic. 21)



22. Treat the weeds in the beds around the Southeast gazebo.
23. Remove vines growing on Arboricola behind light pole #99.

Zone 1

24. Two dead 'Maui' Ixora behind the Blue Agave at the South side of the East Paseo Grande Blvd. roundabout. I recommend pull with no replacement.

25. Remove sucker growth off the base of a Black Olive tree near light pole #103.

26. Remove large weeds growing through the Arboricola at the Northeast gazebo. (Pic. 26)



27. Treat broadleaf turf weeds in the St. Augustine just North of the Northeast gazebo between the sidewalk and the road.

28. Noting the dead Bismark is still present on Paseo Grande Blvd. East of Paseo Dr.

29. Diagnose and treat Crinum lilies on East and West intersection of Paseo Grande Blvd. and Paseo Dr. being eating by insects.

30. Washington palm frond hanging on Paseo Grande Blvd. just West of Paseo Dr.

31. Remove Mexican Petunia growing within the Arboricola in the bed by the dumpster area on Paseo Grande Blvd.

32. Treat the weeds in the established Mexican Petunia bed in front of the dumpster area.

33. Treat weeds in the paver walk path around the lake on Paseo Grande Blvd. Just a few.

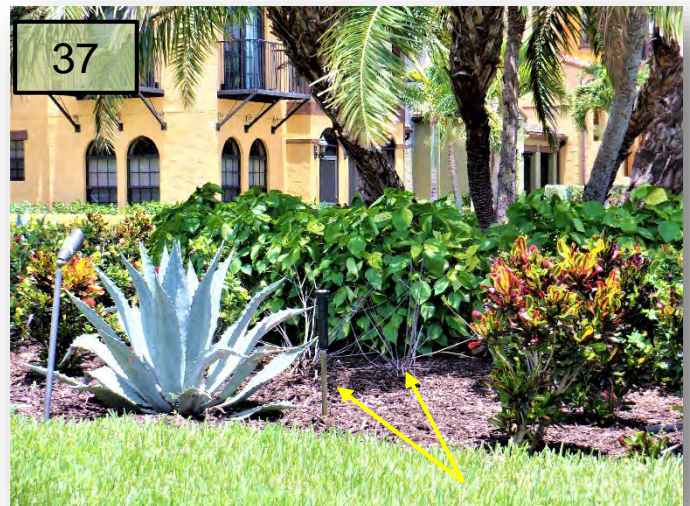
34. Noting there is a tree that has yet to flush out new growth just North of the Northwest gazebo on Paseo Grande Blvd. It was stated two reports ago proposal has been sent for replacement. Light pole #71. (Pic. 34)



35. Treat the weeds in beds at the Northwest gazebo on Paseo Grande Blvd.

36. Remove vines growing on the Arboricola along the lake bank behind light pole #79.

37. Remove two dead 'Maui' Ixora behind the Blue Agave on the South end of the West roundabout on Paseo Grande Blvd. I do not recommend replacing. (Pic. 37)

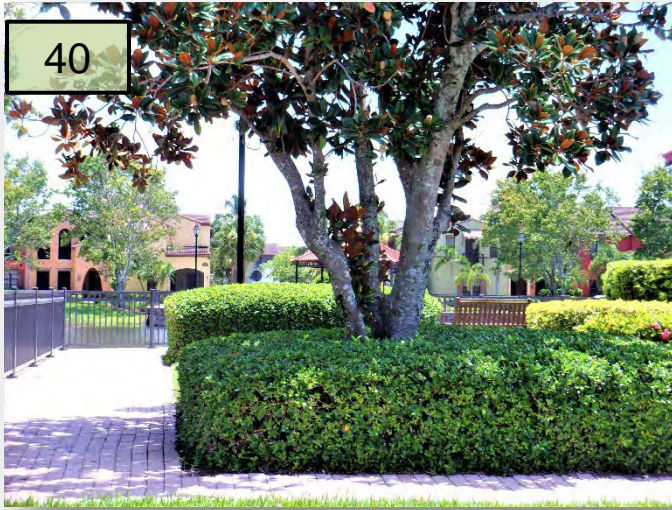


38. Large weed growing through the shrubs that needs to be removed behind light pole #83.

39. Treat weeds in beds at Southwest gazebo.

Zone 1

40. Remove the sucker growth off the base of the Magnolia tree at the Southwest gazebo on Paseo Grande Blvd. (Pic. 40)



41. Remove large weed growing through the Podocarpus at the Southwest gazebo on Paseo Grande Blvd.
42. Remove dead fruiting structures out of the Bird of Paradise at the Southwest gazebo.
43. Treat sedge growing in the Zoysia on Herminia St. between East and West Paseo Grande Blvd.
44. Diagnose and treat a declining Foxtail Palm on Eastside of Paseo Grande Blvd. at light pole #107.

Zone 2

1. Treat the joint crack weeds between the asphalt and the curb on Bibiana Way.
2. At light pole #116 there is a Foxtail palm with a half dead frond hanging vertically that needs to be removed.
3. Schedule a pruning event to tip prune the Bougainvillea on the South ROW of Bibiana beds at light pole #131.
4. Asking the question if we would like to create some type of formal path in the turf on Bibiana Way South ROW at light pole #131 that seems to be trampled by golf carts? (Pic. 4)
9. Dead Foxtail Palm frond hanging on across the street from light pole #182 on Delicia St.
10. Schedule a pruning for the shrubs around the lift station on Emilia St. to be maintained at fence height.
11. Thinning stressed St. Augustine turf on Emilia St. across street from light pole #209. Possibly irrigation coverage?
12. Foxtail Palm on Adoncia just East of light pole #224 may need to be replaced. It still has a spike but has not opened.
13. Treat sedge in St. Augustine on Adoncia across from Olinda St. by the lake.
14. Remove weed growing up through the shrubs by the mailbox kiosk on Adoncia.



5. Pull weeds growing through the Arboricola in the bed on Bibiana Way just West of light pole #131.
6. Foxtail palm has a dead frond that has yet to fall across from light pole #155 on Bibiana Way.
7. Vines on the shrubs and the aluminum fence on Bibiana Way shared with Penzance. Please remove.
8. There are 2 struggling Foxtail Palms on Delicia St. at light pole #183. The one on the same side as the light pole appears to have frizzle top. One across the street appears very chlorotic. Treat as needed. (Pic. 8>)
15. Noting stumps in zone 2 still present along the fence line shared with Penzance and need the sucker growth to be removed. One example near light pole #186 on Tulio.
16. Diagnose and treat the Crinum Lily at the mailbox kiosk on Tulio Way. Possible insect damage.
17. Weeds in new Foxtail Palm bed at light pole #233 on Tulio Way.



Zone 2

18. Treat broadleaf turf weeds at the Southwest corner of Tulio Way and Herminia intersection.



Zone 3

1. Stressed and thinning turf on Palba Way across the street from light pole #300. Investigate the irrigation is working properly.
2. Stressed and thinning turf on Palba Way at light pole #21. Possible irrigation issue. (Pic. 2)



10. There is a declining tree on the North ROW of Nalda St. across the road from Liana St. This tree has been monitored and not improved. May need to replace. Please provide a proposal to do so. Light pole number #26. (Pic. 10)



3. Pull dead off Crinum Lilies at the mailbox kiosk on Palba Way.
4. Turf has been filling in on Palba Way but still some bare areas along the aluminum fence shared with Penzance.
5. Remove sucker growth on base of trees by light pole #290 and #291 on Izarra Way.
6. Similar to zone 2, stumps are still present in zone 3 and have been informed a proposal will be sent. Please remove sucker growth and weedeat around the stumps until they are removed.
7. Small hanging dead branch hanging in tree that needs to be remove on Izarra Way by light pole #294.
8. Dead hanging Foxtail palm frond hanging on Herminia at light pole #8.
9. Treat weeds in new Foxtail beds on Herminia St.
10. There is a declining tree on the North ROW of Nalda St. across the road from Liana St. This tree has been monitored and not improved. May need to replace. Please provide a proposal to do so. Light pole number #26. (Pic. 10)
11. Thinning stressed turf on Nalda St. across the street from light pole #249 by the stop sign. Evaluate and improve.
12. Thinning stressed turf on Nalda St. by light pole #260. Evaluate and improve.
13. Broken Oak limb hanging on Melosia St. that needs to be removed.
14. Treat broadleaf turf weeds on Javiera Way across the street from light pole #271 to light pole #272.
15. Weeds in the Foxtail beds on Javiera Way from Sarita Ct. to Paseo Grande Blvd.
16. Raise the Shady Lady tree canopy on Javiera Way across from light pole #41.
17. There is a bubbler sticking out of the ground where a tree was removed on Javiera Way North ROW across the street from light pole #42. I suggest just capping it off.
18. Treat joint crack weeds on Javiera Way from light pole #42 to Paseo Grande Blvd.

Zone 4

1. Remove 'Petit' Ixora sucker growth in front of Saria monument.
2. Remove a couple dead Red Ti plants behind the monument on Sarita Ct.
3. Schedule a pruning event to tip prune the Duranta 'Golden Dewdrop' at the Sarita Ct. roundabout.
4. Schedule a pruning event to tip prune the Duranta at the Mercado Ct. roundabout to create a terracing effect between species.
(Pic. 4)



5. Treat the weeds in the bed in front of the Mercado Ct. monument.
6. Remove sucker growth from the 'Petit' Ixora in front of the Provencia monument.
7. Turf is still not desirable and healthy in front of the Provencia Ct. monument. Diagnose and treat as needed.
8. Remove Mexican Petunia growing in the Arboricola at the Provencia roundabout.
9. Remove Mexican Petunia growing within the Arboricola at the Felisa Ct. roundabout.
10. Remove the weeds growing out of the base of the Medjool palm on Felisa Ct. median.
(Pic. 10>)



Zone 5

1. **The Red-Hot Hibiscus continue to fail on the East and West ROWs of Paseo Dr. at the crosswalk South of the bridge. Two reports ago said these will be replaced. (Pic. 1)**



9. A few more Awabuki on Paseo Dr. on East ROW just North of Adelio Dr. I recommend removing with no replacement as there is a large Firebush hedge that provides a sufficient barrier. (Pic. 9)



2. The Copperleaf on the West ROW of Paseo has improved. Please prune the dead sticks out to give a neater appearance.
3. Remove the fruiting structures in the Pygmy Date Palms on the East ROW of Paseo Dr. just North of the bridge.
4. There are two declining Awabuki on the East ROW of Paseo Dr. across the street from Adelio Dr. I would have these removed and no need for replacement.
5. Remove the dead fronds out of the Pygmy Date Palms on Paseo Dr. across the street from Adelio Dr.
6. Remove dead out of the Bromeliads across the street from Adelio Dr. on Paseo Dr.
7. Treat the bed weeds in Paseo Dr. East ROW from just North of the bridge to the lift station near Esteban Dr.
8. Remove a vine growing on a palm across the street from Adelio Dr. on Paseo Dr. East ROW.

10. Clean out the dead in the Shell Ginger at intersection of Dario Way and Paseo Dr.

11. Treat the weeds on the Southwest corner in the bed at Dario Way and Paseo Dr. intersection.

12. Treat the weeds in the bed with the Croton on Paseo Dr. between Dario Way and Esteban Dr.

13. There is a dead Coconut Palm on the corner of Esteban Dr. and Westside of Paseo Dr. Was this proposed from last report? (Pic. 13)



Zone 5

14. Diagnose and treat the Ornamental Grasses on the South Paseo Dr. ROW East of Esteban Dr. Has this been completed?
15. Remove hanging Coconut palm fronds on South Paseo Dr. ROW at Esteban intersection.
17. Just noting in the dead Pitch Apple are still present from previous reports on the South ROW of Paseo Dr. and has been reported that a proposal has been provided. There are a lot of weeds here that need to be treated.
18. Schedule a pruning event to tip prune the Bougainvillea on Paseo Dr. across the street from Falisto Pl. (Pic. 18)



Zone 6

1. Treat weeds at the Adelio Ln. roundabout Bougainvillea bed.
2. Check the irrigation at the Adelio Ln. roundabout as the turf appears dry.
3. Mulch was not installed on Adelio Ln. roundabout bed.
4. Remove the sucker growth on a Shady Lady on the North ROW on Dario Way. (Pic. 4)



5. Check the irrigation at Dario Way roundabout. It appears very dry.
6. Check irrigation at Adora Ct. roundabout. It appears very dry.
7. As of this inspection, mulch has not been installed for Dario Way or Adora Ct.



Zone 7

1. Turf on Esteban Dr. North roundabout appears very dry. Check irrigation.
2. As of this inspection no mulch has been installed on Esteban Dr. North or South including Macario Ct.
3. Treat weeds in Esteban South roundabout.
4. Treat ant mounds in Esteban South roundabout. (Pic. 4)



5. It appears the end of the cul de sac has been skipped mowing of Esteban Dr. South. Please ensure this is mowed weekly.



Zone 8

1. The Bismark Palm on the Hidalgo roundabout appears that it will not survive. The last report said a proposal will be sent soon. Was this sent? (Pic. 1)



2. Turf on the back side of Renata Ct. that has not healed and is not improving from last inspection.
3. Remove vines growing on top of the shrubs at Falisto Pl. roundabout.



Tab 2

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
6/14/2023	4083

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

Description	Qty	Cost	Total
In the cul-de-sac at Hidalgo:			
Removal of dead 20+ Bismarck palm . Includes Prep/ Removal/ Disposal to an off-site facility. Price includes the use of machinery required to remove the palm.		2,000.00	2,000.00
Install 20' OA Silver Bismarck	1	5,000.00	5,000.00
Remove and replace 7 gallon Petra Croton to allow machine access	6	75.00	450.00
Install ½ yard of topsoil to backfill the hole for new palm		50.00	50.00
Mulch- Cocoa brown	6	15.00	90.00
Install 2 bubblers and extra water set up for newly installed palm tree		200.00	200.00
*** Plywood will be used to protect pavers and turf.			
Come visit us at www.Pinnaclelandscapes.com!!	Total		\$7,790.00

Customer Signature _____

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
6/14/2023	4082

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

Description	Qty	Cost	Total
On the corner of Paseo Grande and Paseo Dr across from the Town Center:			
Removal of dead 20+ Bismarck palm. Includes Prep/ Removal/ Disposal to an off-site facility. Price includes the use of machinery required to remove the palm.		2,000.00	2,000.00
Install 20' OA Silver Bismarck	1	5,000.00	5,000.00
Remove and replace 7 gallon Petra Croton to allow machine access	3	75.00	225.00
Install ½ yard of topsoil to backfill the hole for new palm		50.00	50.00
Mulch- Cocoa brown	6	15.00	90.00
Install 2 bubblers and extra water set up for newly installed palm tree		200.00	200.00
*** Plywood will be used to protect pavers and turf.			
Come visit us at www.Pinnaclelandscapes.com!!	Total		\$7,565.00

Customer Signature _____

Tab 3



Since 1981

CONFIDENCE CONSISTENCY COMMITMENT



We've Got This

Paseo Community

January 1, 2023

11611 Paseo Grand Blvd.
Fort Myers Florida 33912

Delivered on: November 10, 2022
Submitted by: Jeff Dougherty

We are pleased to offer the following proposal for



3120 Winkler Ave Unit 1 Fort Myers Florida 33916
239-936-7700 x4632 | jeff@cleaningfortmyers.com | <http://www.CleaningFortMyers.com>

Proposal:

Clean Gatehouse (5) times per week

See specifications below

\$899 per month

This proposal is subject to change with additions, deletions or modifications.

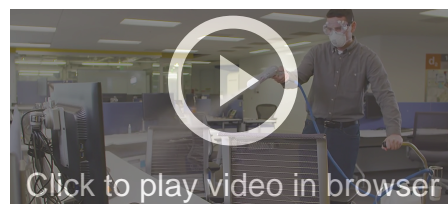
All pricing is good for 45 days and does not include sales tax. All applicable taxes will be applied in the final invoice. Services beyond the scope of this proposal, such as pressure washing, window washing, floor services and disinfectant spray will be estimated separately.

The client will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners, hand soap and any special brand product not used in Crystal Clean cleaning services.

If desired, Crystal Clean can provide these products and invoice them separately.

Crystal Clean will furnish all equipment needed to perform the required cleaning tasks unless otherwise specified.

Commercial Disinfecting with Electrostatic Technology, Ask us for a Quote



CONTRACTOR AGREEMENT

This Contractor Agreement (Hereinafter "Agreement") is made on this day between **Paseo Community** (Hereinafter "Client") and **Crystal Clean** (Hereinafter "Contractor")

It is agreed as follows:

1.1 RETAINER.

The Client hereby agrees to retain the Contractor to provide cleaning services as the Client and the Contractor may from time to time agree upon, (the "Services") and the Contractor hereby agrees to provide such Services to the Client.

1.2 TERM OF AGREEMENT

This agreement will stay in effect and continue until both parties agree to edit or modify the pricing and terms herein. Upon completion of this Agreement the Contractor shall return any property or documentation belonging to the Client and the Client shall return any property or documentation belonging to the Contractor.

1.3 COMPENSATION DETAILS AND SCHEDULE

The Client agrees to make payment to the Contractor before the end of each month for the completion of all services specified within this Agreement for the individual service or the month in which contracted services were rendered. All outstanding balances more than 60 days old will be marked unpaid and, subject to a 2% per month late fee penalty, and sent to a collection agency for credit bureau reporting. There may be an additional fee if the client requires a special "waiver of subrogation" for insurance coverage.

The monthly cleaning fee equals the total weekly amount times 52 weeks and then divided by 12 months. The 5 main Holidays (New Years Day, July 4, Labor Day, Thanksgiving, Christmas) are paid holidays by Crystal Clean and thus do not adjust the monthly amount. Thus, the monthly fee is consistent and is not adjusted up or down based on the number of days in the month or the number of cleaning days in each month.

For Holidays falling on non-cleaning days the closest cleaning service day would be considered a Holiday. Ex. If Christmas falls on a Saturday then the previous day, Friday, would be considered a Holiday. Special event cleaning and additional tasks beyond the agreement will be billed at an agreed upon hourly rate.

Each year the account will be reviewed and accessed for a minimum 3% cost of living increase.

1.4 UNAUTHORIZED HIRING OF COMPANY EMPLOYEES

Personnel supplied by Crystal Clean are, for purposes of this agreement, deemed employees of Crystal Clean and will not for any purpose be considered employees or agents of the Client or any management company hired by the Client. The Client agrees to NOT contract with, offer employment to, or hire any of the employees or sub-contractors of Crystal Clean during the term of this agreement and for a period of 24 months following the termination of this agreement. The Client agrees to inform any management company hired by the Client of this provision in the contract, and to bind any such management company to the terms of this contract as well. Client agrees to indemnify Crystal Clean for any violation of this provision by its management company. The Client and Crystal Clean recognize that it can be difficult to place a value on the damages to Crystal Clean, should the Client or its management company violate this non-compete agreement, as they include such damages as lost productivity, training expenses, and increased operations costs among other damages. Accordingly, the Client and Crystal Clean agree that upon a violation of this provision, a liquidated damages amount shall be due Crystal Clean in the amount of Two (2) times the average annual billings for the client.

1.5 TERMINATION OF AGREEMENT BY CLIENT or CONTRACTOR

The Client or Contractor may terminate this agreement at any time by giving a full 30 days notice of agreement cancellation in writing.

1.6 ENTIRE AGREEMENT

This Agreement between these parties with respect to all of the matters herein and its execution has not been included by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated by reference and form part of the Agreement.

1.7 GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida and Lee County without regard to the jurisdiction in which any action or special proceeding may be instituted.

1.8 USE OF PHOTOGRAPHY AND VIDEO

Our company agrees to allow Crystal Clean to use imagery such as photography and video from this job for marketing efforts which may include social media, our website or literature.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

SIGNING SPACE


2022-11-10 10:33:57 (EST)

 SIGNATURE
Kari L. Hardwick

Jeff Dougherty
Director of Sales & Marketing

Kari L. Hardwick
Paseo Community

November 10, 2022

Not yet accepted

Contact information:
Crystal Clean
3120 Winkler Ave
Fort Myers Florida 33916
239-936-7700 x4632 jeff@cleaningfortmyers.com

Specifications

GATEHOUSE

- Empty/remove trash, replace liners as needed
- Sweep and damp mop all tile flooring with neutral cleaner
- Dust desk and exposed surfaces (counters, equipment, etc.)

RESTROOMS/KITCHENETTE

- Clean and sanitize rest rooms, including all fixtures and mirrors
- Empty /Remove trash, replace liners as needed
- Sweep/mop with disinfectant
- Clean microwave interior and exterior.
- Clean kitchen floors
- Restock restroom supplies

MONTHLY – BI-WEEKLY

- Weekly remove all cobwebs from walls, corners, etc.
- Bi- weekly clean interior and exterior(1st Floor only)
- Monthly clean fans and A/C vents or when needed
- Weekly dust blinds

One Stop Service Provider

- Janitorial Cleaning
- Condo Association Common Area Cleaning
- Pressure Washing
- Window Washing
- Drone Roof Washing
- Disinfecting
- Green Cleaning
- Carpets

- Total 360 Electrostatic Disinfection

Provides superior coverage using electrostatic technology to reach under, over, behind and around the targeted surfaces providing 360 degree infection control.

And YES, it provides protection from Corona Virus!



- Power Washing

With ECO-FRIENDLY cleaning solutions we kill mildew & algae at the roots. Our trained techs will restore your property to it's original lustre. With state-of-the-art equipment we can easily remove years of dirt and grime from roofs, sidewalks, driveways and structure walls.

- Window Washing

Want to see the world more clearly and make a good first impression with spotless windows?





Since 1981

CONFIDENCE CONSISTENCY COMMITMENT



We've Got This



Thank you!

Melissa Lusk
Account Executive
Jani-King of Fort Myers
13723 Jetport Commerce Pkwy
Suite 16
Fort Myers, FL 33913
239-728-5464



May 19, 2023

Gatehouse at Paseo
11980 Paseo Grande Blvd
Fort Myers, FL 33912

Dear Kari Hardwick:

Thank you very much for the time and interest you have afforded me concerning the subject of housekeeping for your facility.

JANI-KING appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

The total monthly charge represents your only cost and is inclusive of:

- * All labor
- * All supervision
- * All materials for cleaning
- * All equipment for cleaning
- * All payroll, payroll taxes, insurance, etc.

Each **JANI-KING** representative is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Employee Dishonesty Policy, General Liability, and Workers' Compensation coverage provides protection to our customers for claims due to loss of property or personal injuries that are the result of actions by **JANI-KING** personnel.

Please do not hesitate to call for any additional information you may deem necessary in assessing our proposal. I may be reached at (239) 728-5464.

Trusting we may be of service,

Melissa Lusk
Account Executive
JANI-KING OF FORT MYERS

DW/me

United States

Atlanta • Augusta
Austin - Baltimore
Baton Rouge
Birmingham
Boston • Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Indianapolis
Jacksonville
Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Memphis • Miami
Milwaukee
Minneapolis
New Jersey • Nashville
New Orleans
New York • Oakland
Oklahoma City
Orlando
Philadelphia
Phoenix • Pittsburgh
Portland
Raleigh/Durham
Richmond
Sacramento
Salt Lake City
San Antonio
San Diego
San Francisco
Seattle
St. Louis • Tampa Bay
Tucson • Tulsa
Washington, D.C.

Australia

Perth
Sydney

Brazil

Sao Paulo

Canada

Nova Scotia
Ontario • Toronto

Great Britain

Birmingham
London

Mexico

Monterrey

Singapore

Spain

Turkey

Istanbul

GENERAL PROCEDURES

I. SUPERVISION

- A. **JANI-KING** will stay in close contact with management concerning all work performed.
- B. All **JANI-KING** personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C. All personnel will be checked regularly as to performance and ability to maintain **JANI-KING** standards.

II. WAGE SCALE

- A. All personnel will be paid no less than the minimum scale as required by Federal Law.
- B. Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all personnel.

III. SECURITY PROCEDURES AND INSURANCE

- A. A card file is set up and maintained on all **JANI-KING** personnel.
- B. **JANI-KING** partners and representatives will work closely with management in regards to the use of acceptable personnel.
- C. **JANI-KING** will check to make sure that the building is properly secured before leaving the building.
- D. **JANI-KING** will provide all necessary insurance and bonds on all its personnel.

JANI-KING FRANCHISEE CONCEPT

JANI-KING is an international company currently operating 100 cities across the United States, Canada, Great Britain, Singapore, Turkey, Brazil, Mexico and Australia. Since 1969, our unique program has provided quality janitorial services for thousands of companies nationwide.

At **JANI-KING** we know that the quality of service your facility receives is for the most part determined by the motivation of the custodian on the job site. This is why we operate through a network of qualified **JANI-KING** franchisees.

Our franchisees perform on the job because they have the motivation and incentive to clean your building professionally. A financial investment into a business of their own and personal commitment to the success of that business ensures that **JANI-KING** Franchisees have a genuine concern for a job-well-done. What more concern could you possibly have on the job when the owner of the service company is either doing the work himself or closely supervising his employees?

A key to any successful company is its personnel, and that is why **JANI-KING** puts a qualified and motivated **JANI-KING** Franchisee in your facility. The pride this individual takes in caring for his customers will be evident to you in the cleanliness of your working environment.

Backing our franchisees in their efforts, the **JANI-KING** Regional Office Support Personnel will ensure our high cleaning standards. We make sure that our franchisees have the training, personnel, equipment, insurance and most importantly, the customer service support necessary to provide your company with on-going quality janitorial services.

At **JANI-KING**, consistent service is accomplished through a communication program consisting of Past Performance Evaluations, Memo Pads, and Inspection Reports. In addition, our customer service representatives will be in contact with you and will always be abreast of the cleaning needs of your facility.

The **JANI-KING** motto is "The Performance People". Our extensive list of client references will attest that **JANI-KING** Franchisees live up to it.

JANI-KING®
MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **SAVANNAH RIVER ENTERPRISES, INC. d/b/a JANI-KING OF FORT MYERS ("JANI-KING")** and **Gatehouse at Paseo ("CLIENT")**.

WHEREAS:

- **Jani-King** is in the business of providing commercial cleaning and maintenance services; and,
- **Client** is desirous of the services of **Jani-King** for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- **Jani-King** agrees to provide such services to **Client**;

THEREFORE, in consideration of the mutual covenants and obligations set out in this Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

1.1. Performance of the services scheduled shall begin the ____ day of _____, 2023.

1.2. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin.

1.3. The services shall be performed at the following location:

Gatehouse at Paseo
11980 Paseo Grande Blvd
Fort Myers, FL 33912

1.4. The premises making up the working area under this Agreement will be known further as the "Named Areas", which are further defined in the Cleaning Schedule, attached hereto and by specific reference made a part of this Agreement.

1.5. **Jani-King** agrees to service the Named Areas as scheduled Five (5) times per week, on Monday to Friday between the hours of 6:00pm to 6:00am.

1.6. **Jani-King** agrees to furnish all equipment and tools necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. **Client** warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. **Client** hereby agrees to hold **Jani-King** and its authorized franchise owners and employees harmless and indemnify them from any and all liability resulting from any exposure of **Jani-King's** personnel, to asbestos, or hazardous or harmful materials

1.7 To the fullest extent permitted by law, **Jani-King** shall indemnify and hold harmless the **Client** and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from JANI-KING's performance of the work

hereunder provided that any such claim, damage, loss or expense is attributable to bodily injury to or destruction of tangible personal property (other than the work itself) including the loss of use resulting there from, and to the extent only that it is caused in whole or part by any negligent act or omission of a **Jani-King**, of any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The obligations of **Jani-King** under this paragraph shall not extend to claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way attributable to the negligence of the Client or any of its agents and employees.

2. PAYMENT OF SERVICES

2.1. **Client** agrees to pay to **Jani-King** each month the minimum monthly charge stated in the Pricing Schedule, attached hereto and made a part hereof, on or before the last day of each month in which services are rendered. Late fees will be assessed if payment is not received by the fifth day of the following month. Fees will equal 3% of the minimum sum stated on Pricing Schedule. Minimum charge of Twenty Five Dollars (\$25) will apply. Additionally, **Client** also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. **Client** agrees that all payments due and owing **Jani-King**, for any reason, shall be properly credited only when delivered to the following address:

JANI-KING OF AUGUSTA
3665 Wheeler Rd., Suite 1A
Augusta, GA 30909

2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.

2.3. From time to time, as the parties may agree, the amount to be paid by **Client** may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by **Jani-King** by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal.

2.5. In the event payment for services is not received within thirty (30) days from the date such payment is due, **Jani-King** may suspend services to **Client** until such payment is received. Suspension of services by **Jani-King** under this Section shall not deprive **Jani-King** of any of its remedies or actions against **Client** for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any **Jani-King** rights.

3. INDEPENDENT BUSINESS RELATIONSHIP

3.1. It is expressly agreed that **Jani-King** will select all franchisees and designate all personnel to perform its obligations under this Agreement.

3.2. **Jani-King** and any of its personnel are not employees of **Client** but are independent contractors; and in this regard, such **Jani-King** authorized franchise owners and their employees will not be within the protection or coverage of **Client's** Workers' Compensation Insurance and no withholding of Social

Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.

3.3. **Client** agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that **Client** will not employ any employees, agents, representatives or franchisees of **Jani-King** or any employees of **Jani-King** franchisees without the express written consent of **Jani-King**. **Jani-King** agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of **Client** without the express written consent of **Client**.

4. TERM, RENEWAL AND TERMINATION

4.1. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, as stated in Section 1.1, and shall be automatically extended and renewed for the same terms and conditions, unless: (a) **Client** shall give written notice, as described herein, of termination at least thirty (30) days prior to expiration of the term; or (b) **Jani-King** shall give thirty (30) days written notice to terminate at any time during this Agreement. If timely notice is given by **Client** for termination, this Agreement shall expire at midnight of the last day of the term. Otherwise, this Agreement may only be terminated by **Client** for non-performance as set out below.

4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this Agreement or as outlined in the Cleaning Schedule attached. Before any termination for non-performance is effective, **Client** must give **Jani-King** written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the date of receipt of notice of non-performance, **Jani-King**, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of **Client**. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the date of receipt of such notice, **Client** shall provide written notification, as described herein, to **Jani-King** of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the notice of the failure to satisfactorily cure the defect is not received within fifteen-15 days of the expiration of the thirty-30 day cure period, all deficiencies will be deemed cured.

4.3. In the event **Client** terminates this Agreement for any reason other than non-performance, as described above, **Client** agrees to pay, as stipulated damages, an amount equal to twenty-five (25%) percent of the minimum monthly charge stated in the Pricing Schedule, multiplied by the number of months remaining in the term of this Agreement or in any extension or renewal thereof.

4.4. All notices between **Client** and **Jani-King** shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return-receipt requested with the United States Postal Service to the address as stated in Section 2.1 herein for **Jani-King** or to the address stated on the signature page of this Agreement for **Client**. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change.

Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

5.1. In the event it becomes necessary for **Jani-King** to institute suit against **Client** to secure or protect its rights or to collect any sums due under this Agreement, **Jani-King** shall be entitled to all associated costs of the suit, including reasonable attorney's fees.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of **Jani-King** and **Client** and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.

5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the county where the **Jani-King** regional office is located.

5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties.

5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

5.8 The undersigned individual owner, officer, agent, member or employee of **Client** hereby guarantees the payment to **Jani-King** of the minimum monthly charges in the attached Pricing Schedule and the payment of all other amounts that become payable under the terms of this Agreement. Said individual acknowledges that without this guaranty of payment, **Jani-King** would not enter into this agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2023.

**GATEHOUSE AT PASEO
11980 PASEO GRANDE BLVD
FORT MYERS, FL 33912**

**JANI-KING OF FORT MYERS
13723 JETPORT COMMERCE PARKWAY
SUITE 15 & 16
FORT MYERS, FL 33913**

Authorized Signature

JANI-KING Representative Signature

PRINT NAME

PRINT NAME

PRINT TITLE

PRINT TITLE

CLEANING SCHEDULE

Named Areas:

A.	Gatehouse
B.	Restrooms

I. DAILY CLEANING

A. Gatehouse

1. All trash receptacles to be emptied and trash removed to a collection point. (Liners to be furnished by **CLIENT**.)
2. Vacuum all carpeting, in traffic lanes. (Jani-King is not responsible for removal of staples in carpets.)
3. Clean and polish drinking fountain/water dispenser.
4. Thoroughly dust all horizontal surfaces: including desktops, files, windowsills, chairs, tables, pictures and all manner of furnishing in above named areas.
5. Dust telephones.
6. Dust mop hard surface floors with a non-treated dust mop.
7. Damp mop hard surface floors to remove any spillage or soiled areas.
8. Damp wipe entrance metal and finger marks on entrance glass.
9. Spot clean partition glass.
10. Use a high co-efficient disinfectant for proper sanitation.

I. DAILY CLEANING CONT'D

B. Restrooms

1. Stock towels, tissue, and hand soap. (To be supplied by **CLIENT**.)
2. Empty sanitary napkin receptacles and damp wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and disinfected inside and out.
7. Polish all Toilet and Urinal bright work.
8. Toilet seats to be cleaned on both sides and disinfected.
9. Scour and disinfect all basins.
10. Polish all Basin bright work.
11. Dust partitions, tops of mirrors and frames and all Ceiling Vents.
12. Remove splash marks from walls around basins.
13. Remove any splash marks from Mirrors.
14. Wet Wipe all Counter Tops/Vanity Tops and clean with Disinfectant.
15. Clean all Corners and Edges for Buildup and Debris.
16. Wet mop and rinse restroom floors with disinfectant.
17. Remove any Floor Drain Buildup and Replenish with water to block odors.
18. Use a high co-efficient disinfectant for proper sanitation.

PRICING SCHEDULE

**GATEHOUSE AT PASEO
11980 PASEO GRANDE BLVD
FORT MYERS, FL 33912**

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:

MAINTENANCE

**Eleven-Hundred and Seventy-Five DOLLARS
(\$1,175.⁰⁰)
PER MONTH**

INT _____

REQUESTED CLEANS

FLOORS

Upon request, the following services will be performed for an additional fee:

Carpet Shampoo	(\$150.00 minimum)
Strip, reseal, and refinish tile floors	(\$250.00 minimum)

- Care will be taken to get into corners, along edges and beneath furniture.
- Care shall be exercised so that baseboards, walls, and furniture shall not be splashed, marred, disfigured or damaged during these operations.

WINDOWS

Upon request, windows will be washed for an additional fee.

OTHER SERVICES

- A. Defective or inoperative building equipment shall be brought to the attention of CLIENT such as;
- leakage or plumbing problem.
 - defective lights or lighting.
 - door and /or gates not properly secured.
 - other unusual circumstances which might affect the security, maintenance, or effectiveness of the facility.
- B. A Teflon-type carpet protector will be applied, upon request, for an additional fee.
- C. An anti-static material will be applied to all carpeting, upon request, for an additional fee.
- D. Care will be exercised so that baseboards, wall and furniture will not be splashed, marred, disfigured, or damaged during these or any other scheduled operations.
- E. Janitor closets, equipment, and materials shall be kept in a neat, clean, and orderly condition at all times.
- F. Any emergency cleaning accomplished for a nominal fee.

About Our Insurance

We enclose a copy of our certificate of insurance that reflects the types and limits of coverage we carry to protect our customers and ourselves from potential loss. There are several specialized coverages that are included for our mutual protection that deserve special mention:

1. **Care, Custody & Control coverage** - This important form of protection is excluded from most standard general liability policies. It provides protection against damage to property that our employees may be directly working on and for which we may be held legally liable.
2. **Extended Property Damage** - This coverage redefines property damage to include theft and mysterious disappearance for which we are legally liable, i.e., we throw out important papers or neglect to lock the premises after we have completed our night's work, etc.
3. **Lost Key coverage** - If we have the legal responsibility for a master key for a building and it is lost or misplaced, this provides coverage to have the building totally re-keyed, if necessary.
4. **Third Party Fidelity Bonding** - This provides protection in the event that one of our employees steals from you. There must be conclusive proof; but, once that is established, the bond will respond to our legal responsibility.

We were able to obtain these unique coverages by purchasing our insurance under a plan specifically designed for the members of the building service contracting industry. This program has been underwritten by Hartford Insurance and is tailored to meet the industry's needs.

JAN-PRO™

CLEANING & DISINFECTING

PASEO



JAN-PRO™
FRANCHISE DEVELOPMENT

Proudly representing independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchisees.

Dear Kari,

It is our privilege to submit a formal cleaning proposal for your review today. In situations like this, every vendor wants to showcase their services and JAN-PRO Cleaning & Disinfecting is no exception. What we hope will serve to differentiate our proposal today are the customer benefits that make JAN-PRO Cleaning & Disinfecting a uniquely better cleaning partner for the over 35,000 global clients that are served every day.

In the initial meeting, we identified the following areas of concern regarding your current cleaning program. JAN-PRO Cleaning & Disinfecting franchisees will make sure the following items receive special attention:

- Regular communication with your business owner
- Attention to corners and edges
- Complete restroom cleaning

Whether you judge by reputation, franchise owner commitment, the unique cleaning processes themselves or by the written service guarantee, we know you will find JAN-PRO Cleaning & Disinfecting to be a worthy service partner for your organization and look forward to addressing any additional questions you may have.

Yours Sincerely,

Vito Papasodero

Sales & Customer Representative

Vito.Papasodero@Jan-Pro.com

C: (239)789-8330

Jan-Pro Development Of Southwest Florida

Proudly representing independently owned and operated
JAN-PRO Cleaning & Disinfecting™ franchisees

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ABOUT US

At JAN-PRO Cleaning & Disinfecting, it's not just what we say – it's what we do.

Measurable Cleaning. Guaranteed Results.®

Since 1991, JAN-PRO Cleaning & Disinfecting has paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

JAN-PRO Cleaning & Disinfecting leads the commercial cleaning industry through:

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive certification program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning...

So don't let the dirty work keep you from running your business. Trust JAN-PRO Cleaning & Disinfecting for a consistent clean from the same reliable owner-operators every time – guaranteed.

At JAN-PRO Cleaning & Disinfecting, we mean clean.



THE RIGHT COMMERCIAL CLEANING PARTNER

At JAN-PRO Cleaning & Disinfecting, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2021 for 13 straight years by *Entrepreneur* magazine
- #1 Fastest-Growing Franchise in 2021 by *Entrepreneur* magazine
- #2 Fastest-Growing Franchise in 2020 by *Entrepreneur* magazine
- Ranked as a Top Global Franchise in 2020 for 8 years in a row by *Entrepreneur* magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by *Franchise Business Review* magazine
- Top 100 Global Franchises for 2018 by *Franchise Direct*
- Ranked as a Top Franchise for Veterans in 2020 by *Entrepreneur* magazine

JAN-PRO Systems International was founded in 1991 by a veteran. We created our VetConnectionSM program to serve those who have served our country:

- The VetConnectionSM program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnectionSM program helps put veterans in business where they can apply their team skills and other disciplines.

As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship[®] program:

- The JAN-PRO Your Family First Scholarship[®] program has awarded over \$350,000 in scholarships to almost 250 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO Systems International candidates.



2018 Franchisee Satisfaction Awards
FranchiseBusinessREVIEW

VetConnectionSM
JAN-PRO ★ YOUR NEXT MISSION



Proudly representing independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchisees

JAN-PRO FRANCHISE DEVELOPMENT OF SOUTHWEST FLORIDA

AWARDS AND RECOGNITION

- OFFICE OF THE YEAR IN OUR TIER LEVEL 2006,2017,2018,2020
- GOLD CIRCLE AWARD FOR TOP OFFICE WORLD WIDE 2016,2017,2018
- NAMED BEST COMMERCIAL CLEANING SERVICE BY DIGITAL.COM 2021
- RECONIZED BY ENTREPRENAUR MAGAZINE TOP GLOBEL COMMERCIAL CLEANING COMPANY 2017
- **Top 10 Facilities Management Service Providers in 2021 by [#HealthcareBusinessReview](#).**

PARTNERS & AFFILIATES

- BOSTON RED-SOX FOUNDATION (SWING FOR THE SOX CHILDRENS FOUNDATION)
- GOLOSANO CHILDRENS HOSPITAL
- LYNX FRANCHISING
-

JAN-PRO CLEANING AND DISINFECTING GUARANTEE



**We mean
clean.**

Every commercial cleaning company promises great service – But only JAN-PRO Cleaning & Disinfecting guarantees it.

The JAN-PRO Cleaning & Disinfecting Guarantee reflects our commitment to the best certification, newest technology, most measurable results, and highest quality commercial cleaning service available.

Cleaning franchisees promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if either of these obligations are not met

Trusted. Clean. Guaranteed.

OUR PROCESS



**Clean.
Disinfect.
Protect.**

The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Cleaning & Disinfecting Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable cleaning franchisees – every time.

STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

Every cleaning franchisee goes through an in depth brand standard certification program which includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Cleaning franchisees are uniformed, bonded, and insured – so you can trust the job will be done safely and professionally.



OUR PROCESS

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. JAN-PRO Cleaning & Disinfecting delivers quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.97% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Audits = Quality Measured

JAN-PRO Cleaning & Disinfecting franchisees use the JAN-PRO Tracker audit to routinely check their work and benchmark their results:

- First, your cleaning needs are assessed so cleaning franchisees can decide where to focus their expertise.
- After the initial period (usually 30 days), a brand standard audit is conducted on your property using a 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the audits continue on a regular schedule.



ENVIROSHIELD®

Put JAN-PRO's EnviroShield® system to work for you!

At JAN-PRO Cleaning & Disinfecting, we've paved the way in commercial cleaning since 1991 – thanks in part to innovative technology like our proprietary EnviroShield® system which provides disinfection with an eco-friendly, hospital-grade disinfectant that other systems can't reach.



How It Works

- The EnviroShield® system uses a disinfectant that is EPA-rated as the safest in its class while being powerful enough to kill 99.9% of harmful bacteria, viruses, and fungi.
- EnviroShield® equipment features an electrostatic nozzle designed for specific areas and applications.
- Electrostatic technology applies a positive charge to microscopic droplets, ensuring 100% surface contact.
- The positive charge causes the disinfectant to cling to and fully cover every surface it touches – thus providing disinfection.

Why It Works

- EnviroShield®'s disinfectant is safe enough for everyday use and won't cause skin, eye, or respiratory issues when used as directed.
- It is environmentally-friendly, and won't leave behind any residue or odor.
- The unique sprayer allows us to treat areas and surfaces other cleaning systems can't reach.



60% of illnesses that result in absence from work are contracted from equipment in the office.



The level of bacteria on an elevator button is **3x higher** than the amount found on public toilet seats.



Desks are **100x less** hygienic than the average kitchen table yet **60%** eat at their desk.

The typical worker's hands come in contact with 10 million bacteria per day. JAN-PRO's EnviroShield® system protects you from 99.9% of them.



32% of people admit to not washing their hands after using the restroom.



Touching a hand rail is like shaking hands with **10,000 people.**



Nearly **22 million** school days are lost each year due to the common cold.

SCOPE OF WORK

CLEANING SPECS GUARD HOUSE

<p>Guard House</p>	<ul style="list-style-type: none"> ● Vacuum all floors. ● Dust all desks & surfaces if cleared. ● Empty trash receptacles. ● Mop tile using neutral cleaner only. ● Dust all horizontal surfaces.
<p>Restrooms</p>	<ul style="list-style-type: none"> ● Wash all floors with germicidal disinfectant and remove all spots and stains. ● Wash and polish all mirrors and bright work. ● Wash and wipe dry all plumbing fixtures. ● Wash and disinfect all toilet seats, both sides. ● Scour, ash and disinfect all basins and bowls. ● Empty paper towel trash receptacles and dispose in building trash receptacle. Replaced trash liners. ● Fill soap dispensers and paper towel dispensers. ● Fill toilet tissue dispensers. ● Clean and wash receptacles and dispensers. ● Remove fingerprints and spots from walls. ● Remove all unauthorized marks and writing from walls, etc. ● Report all maintenance problems to the building manager (dripping faucets, broken fixtures, etc.)

SCOPE OF WORK

CLEANING SPECS GUARD HOUSE WEEKLY & BI-WEEKLY

All Areas

- Remove cobwebs from walls and corners.
- Dust windowsills and blinds
- High dust ventilating ducts.
- Clean interior and exterior windows on 1st floor. BI-WEEKLY

CLEANING SPECS GUARD HOUSE MONTHLY

2ND Floor

- Vacuum all floors.
- Empty trash receptacles.
- Mop tile using neutral cleaner only.
- Dust all horizontal surfaces.
- Check & clean all high and low ledges, shelves, bookcases, credenzas, file cabinets, tables, pictures, etc.

ADDITIONAL SERVICES UPON REQUEST

<p>CARPET</p>	<ul style="list-style-type: none"> • Spot removal • Carpet cleaning
<p>HARD SURFACE FLOORS</p>	<ul style="list-style-type: none"> • Burnishing • Top scrub and refinish (wax) • Strip and wax • Ceramic Tile Scrub
<p>UPHOLSTERY AND WORKSTATIONS</p>	<ul style="list-style-type: none"> • Vacuum partitions • Spot removal • Extraction cleaning
<p>WINDOWS</p>	<ul style="list-style-type: none"> • Inside and outside (ground floor only)
<p>LIGHTING</p>	<ul style="list-style-type: none"> • Cleaning lights and light fixtures • Replacing bulbs
<p>PROCUREMENT OF SUPPLIES</p>	<ul style="list-style-type: none"> • Paper products • Hand soap • Trashcan liners • Dispensers and containers • Other consumable supplies
<p>ENVIROSHIELD</p>	<ul style="list-style-type: none"> • Electrostatic disinfecting treatment. 100% coverage of all surfaces

CLEANING AGREEMENT

This Agreement is made between **JAN-PRO DEVELOPMENT OF SOUTHWEST FLORIDA AND PASEO GUARD HOUSE (RIZZETTA & COMPANY)** and JAN-PRO agree that JAN-PRO will begin service at the location(s) identified above and under the below terms.

1. **JAN-PRO** agrees to perform the recurring janitorial services and at the frequencies stated in the pricing agreement.
2. **JAN-PRO** will provide all chemicals, equipment, labor, and supervision. **CLIENT** will provide all restroom paper products, hand soap and can liners.
3. **JAN-PRO** will fulfill its obligations under this Agreement through its franchised system. **JAN-PRO** will identify the franchisee selected to service **CLIENT** before the start date of service. Each franchisee has been successfully trained on the **JAN-PRO** methods and procedures and is bound by the terms of this Agreement. **CLIENT** has the right to request a change in franchisee at any time.
4. **JAN-PRO** sends invoices at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum is \$15.00) is assessed on all delinquent accounts over 60 days.
5. This Agreement is for a term of one (1) year from the date of signing or the start of services, whichever occurs last. The Agreement automatically renews for additional 1-year terms, with a 3% increase in the monthly fee paid by the Client, unless either party gives written notice of nonrenewal to the other at least thirty (30) days before the Agreement's expiration date.
6. **CLIENT** agrees to verbally notify **JAN-PRO** of any service issues before **CLIENT** provides any written notification.
7. This Agreement may be terminated for non-performance only and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 5 working days to cure to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 5 working days the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier.
8. **CLIENT** agrees that during the term of this Agreement and for 90 days after the expiration or termination of this Agreement, **CLIENT** will not employ directly or indirectly any **JAN-PRO** employees, agent representatives, franchisees, or former franchisees.
9. In addition to any other rights, **JAN-PRO** may have, if **CLIENT** breaches this Agreement, **JAN-PRO** is entitled to all costs of **JAN-PRO**'s costs of collection, including reasonable attorney fees, paralegal fees, and collection agency fees, in addition to **JAN-PRO**'s lost revenues for the remainder of the term.
10. **JAN-PRO** annually observes the following federally recognized holidays: New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. **JAN-PRO** will not provide services on these days. Other conditions may apply that preempt cleaning. No credit will be given for the holiday as this is already factored into pricing.
11. **JAN-PRO** and **JAN-PRO**'s franchisee will each maintain commercial general liability insurance of at least \$1,000,000 per occurrence. \$2,000,000 in the aggregate automobile liability, coverage of at least \$1,000,000 and janitorial bonding of at least \$50,000.
12. **JAN-PRO** and **JAN-PRO** franchisee will indemnify **CLIENT** from any claims, damages, injury, liability, losses, or compensation, whether or injury to person or damage to property as a result of negligence, gross negligence or willful misconduct in performing the services under this Agreement.

By signing below, **CLIENT** and **JAN-PRO** agree to the terms of this Janitorial Services Agreement.

CLIENT

JAN-PRO

BY:

BY:

NAME:

NAME:

DATE:

DATE:

PRICING AGREEMENT

CLIENT: **PASEO GUARD HOUSE (RIZZETTA & COMPANY)**

CLEANING LOCATION: **11980 PASEO GRANDE BOULEVARD FORT MYERS FL, 33912**

REGULAR SERVICE

PRICE PER MONTH*

CLEANING SERVICE 1 DAY WEEK BETWEEN 7PM-9PM

\$695/MONTH

TAX NOT INCLUDED

NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.

CLIENT

JAN-PRO

SIGNATURE:

SIGNATURE:

PRINT:

PRINT:

DATE:

DATE:



Partnership Proposal
Prepared For:

Paseo CDD



Rizzetta & Company
Professionals in Community Management

Executive Summary

Sparkle & Shine is thrilled to provide this proposal for the management and services for **Paseo CDD in Fort Myers, FL.**

Our team has thoroughly reviewed the information on your account and are confident in our ability to provide quality services and a successful partnership.

We have:

- ✓ **34 Years of Relevant Experience**
- ✓ **Local Ownership & Support**
- ✓ **High Client Retention**
- ✓ **Financial Stability**
- ✓ **Extensive Training**

From your day-to-day scope of work; to hard floor care; to multi-story window cleaning; to similar facilities; to the largest and tallest buildings in the tri-state area, we've handled it all successfully over the years. Our hiring practices, technology, proactive inspection reporting, training programs, customer service and field management are unparalleled. That experience and those procedures create our foundation for providing high quality services.

Since 2020, we have made major changes we are excited to share. We've grown to include a 2nd generation of family members, bringing technology, consistency and outside janitorial experience to our organization. We upgraded our technology offering, training programs, purchasing department with innovative and sustainable products, enlisted the services of an experienced janitorial consulting company, enhanced our commitment to the environment and last but not least, rebranded, including a new website, social media and marketing.

We appreciate the opportunity to provide this proposal and are confident that our proposed staffing plans, internal policies and procedures and experience, will make us a great and effective partner.

We look forward to hearing back.

Thank you,



Co-CEO & Partner

About Us

A multi-generational family owned and operated organization since 1989.

Sparkle & Shine is the product of one family's vision to provide quality and reliable janitorial services to our neighbors. In 1989, Jim and Paula Rignall founded the organization out of their garage in Newburgh, Indiana, expanding it over the years with offices and warehousing now in Evansville. Today, Sparkle & Shine supports over 160 client locations. As a family-owned and operated organization, we value the importance of relationships, and our team will work with you every step of the way to build the right plan for your needs. The 2nd generation of our family is on board now brings technology, innovation and new ideas to our services and clients.



The family in 1996 at the opening of our current office.

Professional Services



Janitorial Services



Disinfection



Carpet Cleaning



Window Cleaning



Supply Distribution

Sparkle & Shine has partnered with hundreds of clients, serving the office building, banking, education, hospitality, industrial and retail industries. Our expertise spans beyond regular service cleaning to include specialty floor work, window cleaning, carpet care, water restoration, supply distribution, and disinfecting. Whatever the service – sustainability and environmental impact are top of mind.

MANAGING

11.8

million square feet

CLIENT RETENTION

98.5

percent

CLIENTS

160

and growing

ROLLS OF TP

405k

delivered

Reputation

Sparkle & Shine has been providing janitorial services for over 35 years and we pride ourselves on having a great, well-respected reputation throughout our areas.

Our organization boasts a remarkable 98.5% client retention rate, a testament to the remarkable partners, exceptional cleaning services & unparalleled customer support we provide. While we understand that no cleaning organization will ever be 100% perfect, we distinguish ourselves by proactively addressing and resolving any issues that may arise, and promptly responding to client feedback with corrective action and efficient planning. This level of dedication is reflected in the loyalty of our long-term clientele, many of whom have been with us for 25+ years.


Some of what our cleaning customer have said about us on Google:


Evansville, IN:



Sparkle & Shine Janitorial Services
 4.4 ★★★★★
 Based on 39 reviews
 powered by Google

[review us on !\[\]\(3344821a4a4db2b1bf08ab78880bd4b9_img.jpg\)](#)




Austin Font 

★★★★★

I'm very happy with the service we receive from sparkle and shine. Everyone is kind and we trust that they'll do a great job each and every time. Keep it up!



Sharon McIntosh 

★★★★★


Sparkle and Shine is wonderful to work with. They are diligent and thoughtful in accomplishing the tasks requested. A company that actually cares about customer satisfaction !


Fort Myers, FL:



Sparkle & Shine Janitorial Services
 5.0 ★★★★★
 Based on 3 reviews
 powered by Google


[review us on !\[\]\(3c28a7cbd723facc65f33d332cd47310_img.jpg\)](#)




Jamie Elliott 

★★★★★

Sparkle & Shine did a full cleanup of the floors of my building following a long construction phase. They left the floors looking clean and polished! I was most impressed with the fact that



Christine Lee 

★★★★★

I'm incredibly happy with the great service we receive from Sparkle and Shine. Not only is their team friendly, but the service they provide is always consistent and timely. They continue

Recruitment

On average, we receive 20+ applications each week from the tri-state area.

As a family-owned and operated business, our recruitment processes are a direct reflection of our culture. From the start, applicants can expect to be treated with respect, have proper expectations set and be able to speak to multiple individuals about what to expect when working with Sparkle & Shine. Attracting & recruiting well-rounded, honest and committed individuals is our number one priority. Our philosophy is- if we recruit the right talent, we retain that talent and are able to provide superior, consistent services for our clients.

Our application and interview processes are rigorous. On average, 4% of applicants receive a job offer. Applicants are reviewed, phone-screened, interviewed, reference-checked, background-checked, and drug-tested before starting with us.

All new applicants are also subject to a 90-day probational period during which they are closely monitored, ensuring a smooth onboarding, intensive training and a long tenure with us.

Sparkle & Shine has increased employee retention and productivity with the use of bonus programs tied to Key Performance Indicators (KPIS)

Ways we recruit:

- ✓ Social media
- ✓ Online job boards
- ✓ Website submissions
- ✓ Radio advertisements
- ✓ Current employee referrals
- ✓ Ex-employees in good standing



28% of new hires are referred by current employees

Customer Satisfaction

Communication
Commitment
Consistency
Customer Service

Sparkle & Shine always strives to exceed customer expectations. Customer satisfaction directly correlates to customer retention and proven by no lost accounts in the past four years.

We all equate customer satisfaction with a fully-completed, well done job + customer happiness. However, in our industry, issues do occur – a trash can is messed, debris left on the floor, a dispenser runs out of TP, etc. – it all happens. It is how we handle these issues that sets us apart.

Our Four C's. Communicating with transparency, committing to properly hire, properly train, properly audit, and properly handle issues in a timely manner, all with consistency and superior customer service, is the backbone of our success.

Besides a job well done, the most common praise we hear from client's is, "it is great to have a direct line into the owners of your company. I know when I call an owner, an item gets handled in the most timely manner."

It is our job to make your job easier, and we utilize the sequence below to complete this.



As you partner, we pride ourselves on communication, transparency & setting proper expectations. With that, it is important to note that no cleaning service will ever be 100% perfect. We excel on being proactive with any feedback or issues that do occur to ensure we are providing a quality service to our customers.

Scope of Work

Services will be performed nightly, 5 times per week in the specified areas within the location. Sparkle & Shine will provide all labor, supplies and supervision to perform the scope and frequencies below.

Guard House Cleaning (first floor only):

Clean entrance areas **nightly**

Dust and wipe all desktops and counters **nightly**

Wipe all tables, public tables and reset furniture **nightly**

Empty all wastebaskets and recycling bins **nightly**

Sweep all hard flooring **nightly**

Wet mop all hard floor **nightly**

Vacuum all carpeting and rugs **nightly**

Clean restroom **nightly**

Dust all surfaces under 6' **weekly**

Remove smudges and fingerprints from interior glass, entrance glass and glass doors **as needed**

Please ensure desks & tables are cleared of papers, items, etc. S&S will not move items

Pricing

Sparkle & Shine looks forward to partnering with you. Price includes all labor, payroll taxes and insurance, cleaning supplies & supervision to perform the services detailed in the Scope of Work. Sales tax will be billed in addition to the below where applicable. Consumable items such as restroom supplies, hand soap, dish soap and trash liners are not included, and are available at separate pricing.

Client: Paseo CDD

Address: 11980 Paseo Grand Blvd Fort Myers, FL

Service: Janitorial cleaning per attached Scope of Work

Frequency: Nightly, 5 times per week

Monthly Quote: \$1,288

Terms & Conditions

This Service Agreement (the “Agreement”) is made by and between **Paseo CDD (hereby referred to as the “Client”)** and **Sparkle & Shine of Tri-State Inc. (hereby referred to as the “Contractor”)**. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties. This contract may only be modified or amended in writing, if the writing is signed by both parties. This Contract shall be construed in accordance with the laws of the State of Indiana. Neither party shall assign the Contract or any portion of the Contract without the written consent of the both parties.

TERM; The agreement shall remain in effect for a period of three (3) years beginning on June 9, 2023 and shall automatically renew for an additional one (1) year according to the same terms and conditions unless either party notifies in writing within 90 days prior to the contract end term. The client agrees to return all property owned by the contractor within 72 hours of contract expiration or termination.

PRICING & INVOICING. The Contractor will invoice The Client monthly at the beginning of each month for that month’s service. Payment is due in net 30 terms of each month. Acceptable methods of payment are check or automatic bank transfer. Outstanding balances shall be subject to a 2.5% service charge per month. The Contractor may terminate services if client is more than 10 days delinquent. Pricing is held and valid through June 1, 2024. Price increases shall be submitted in writing 30 days prior to the increase taking effect.

SERVICES & PRODUCTS: Pricing includes all labor and supplies necessary to perform the duties on the attached Scope of Work (Exhibit A) unless otherwise specified.. Proper supervision will be maintained to guarantee a professional cleaning service. Additional supplies including trash can liners, paper products, soap, and hand sanitizer are not included in the monthly price and may be purchased at a line-item cost. Pricing does not include sales tax where applicable.

SERVICE FREQUENCY & FORCE MAJEURE: The Contractor will perform services five each week. The Client agrees to a 24 hour service window defined as the following: if The Contractor is scheduled to perform services on a scheduled night and is unable to perform service on this night, The Contractor may perform this service on the following night. The client agrees and understands that at times, service may not be performed due to inclement weather and other circumstances out of the contractor’s control. If the performance of this Contract or any obligation under this contract is prevented, restricted, or interfered with by cause beyond either party’s reasonable control, the contractor shall not be deemed to be in breach of this agreement. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, other public health crises, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, national emergencies, insurrections, riots, wars, strikes, lock-outs or work stoppages. The contractor observes all federal bank holidays and services will be reduced and may not be provided on these holidays.

(Terms & Conditions continued on the next page)

Terms & Conditions Cont.

NON-SOLICITATION: The Client agrees that for a period of one (1) year following the termination of this Agreement or its extension, they will not employ any current or past employees of Sparkle & Shine as janitors, custodians, supervisors, or service providers employing Sparkle & Shine staff that worked at The Client's location.

TERMINATION: The contract may be canceled for "just cause" by giving thirty (30) days written notice to The Contractor, following the process detailed here. "Just cause" is defined as repeated unsatisfactory performance on the part of The Contractor in complying with any provisions or terms and conditions of this Agreement. If an issue occurs leading to a "just cause" termination, The Client agrees to provide a verbal warning detailing the issues and corrections needed. If the issue is not corrected within 7 days, The Client must submit a written warning stating that the "just cause" warrants termination of the contract and schedule a meeting to discuss terms for correcting the issue. If the issue is not corrected within 7 days of the meeting, The Client may then, and only then, submit a thirty (30) day written notice of termination.

INDEMINTY : Each party agrees to indemnify and hold harmless the other party and its employees, members, landlord, successors, and assigns from any claims, liabilities, losses, damages, and expenses arising out of the indemnifying party's negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

CONFIDENTIALITY: The Client shall hold and maintain Confidential Information, including this entire proposal, the scope of work, pricing, nightly cleaning schedules, and subsequent documents provided. The Client shall carefully restrict access to this Confidential Information to employees and board members of their organization only. The Recipient shall not disclose, in any manner or for any reason, this Confidential Information, including pricing, to other service providers at any point during this agreement. The Recipient shall not, without the Discloser's prior written approval, use any Confidential Information in any way directly or indirectly, for the Client's benefit or for the benefit of any third party. The Client shall return to The Contractor any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately upon termination of this agreement or any time The Contractor requests it in writing.

AGREEMENT: Please sign below in agreement with these Terms & Conditions.

James Rignall

Sparkle & Shine

5/18/23

Date

Paseo CDD

Date

Tab 4



Option to Purchase a Portion of a Parcel

STRAP 094525P30010E0010 FOLIO ID 10525493

Owned by the Paseo Community Development District

The Paseo Master Homeowners Association (HOA) is offering to purchase a portion of a parcel that is currently owned by the Paseo Community Development District (CDD). The HOA would like to improve that portion by building three pickleball courts, a shade structure, pathways, crosswalk and landscaping to minimize sound transfer.

The purchase price may be based on the assessed value of the property on a pro-rated basis, which in total is \$47,090. Alternatively, the HOA is also willing to pay for an appraisal of the property on which to base the purchase price.

The area of land to be purchased is subject to a survey, but the CDD will still own the existing dumpster pad, maintenance shed and land that abuts to the conservancy area. The CDD will also retain land to allow access from the roadway to that same area.

Sale will be conditional on City of Fort Myers and Water Management District permitting. The HOA would be responsible for the costs of permitting, but, if necessary, the CDD would agree to authorize such permitting, including any replat or lot split approval required by the City. We would also need verification from the CDD attorney that the CDD has the authority to convey a portion of the parcel.


Travis Otto (Jun 21, 2023 15:37 EDT)
Board President







Option to Purchase a Portion of a Subdivided Parcel

Final Audit Report

2023-06-21

Created:	2023-06-21
By:	Brandon Watchowski (paseoadmin@kwpmc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX6uBqw_Wcik98lo-9DOTdZ5bwWvAbRdV

"Option to Purchase a Portion of a Subdivided Parcel" History

-  Document created by Brandon Watchowski (paseoadmin@kwpmc.com)
2023-06-21 - 7:31:13 PM GMT- IP address: 8.14.63.250
-  Document emailed to travisotto.paseo@gmail.com for signature
2023-06-21 - 7:31:33 PM GMT
-  Email viewed by travisotto.paseo@gmail.com
2023-06-21 - 7:37:06 PM GMT- IP address: 66.102.8.132
-  Signer travisotto.paseo@gmail.com entered name at signing as Travis Otto
2023-06-21 - 7:37:51 PM GMT- IP address: 134.56.231.173
-  Document e-signed by Travis Otto (travisotto.paseo@gmail.com)
Signature Date: 2023-06-21 - 7:37:53 PM GMT - Time Source: server- IP address: 134.56.231.173
-  Agreement completed.
2023-06-21 - 7:37:53 PM GMT

Tab 5



PASEO CONDOMINIUM ASSOCIATION, INC.

Memorandum

Date: June 5, 2023

To: Paseo Community District Development
Paseo Master Homeowners Association

From: Paseo Condominium Association

Subject: Golf Carts

At a recent Board of Directors' Meeting of the Paseo Condominium Association, concerns were raised regarding children operating golf carts in the community and the observance of some significant safety issues. The Board is taking this opportunity to bring this to the attention of the Paseo CDD Board of Supervisors and the Paseo Master Association. Please know that this initiative is for the protection and well-being of the entire community.

In light of significant resident turnover, changes to Florida Statutes, and changes in technology, the Paseo Condominium Association Board of Directors requests that the Paseo Community Development District (CDD), the sub-government entity having jurisdiction over the public roads and streets within the Paseo Community, provide clarification of the following issues pertaining to the operation of golf carts and other categories of non-motor vehicles:

(A) Has the CDD or other government agency designated the roads and streets within the Paseo Community for Golf Cart use as required by Florida Statute 316.212(1)? If so, is there a plan to post the required signs indicating that such operation is allowed as required under the same statute?

(B) Has the CDD specified which categories of vehicles (i.e. Golf Carts, Low Speed Vehicles (LSV), Neighborhood Electric Vehicles (NEV) and Off-Highway Vehicles (OHV)), are approved for use within Paseo? Changes in technology as well as the technology to modify "traditional" golf carts has made such designation necessary as described in Florida Statute 320.0(41).

(C) Has the CDD approved or is it planning to approve policy to address the changes in golf cart operation required by Florida House Bill 949 prior to them going into effect on October 1, 2023, specifically, the minimum age and licensing and registration requirements.

D) In June of 2016, to ensure compliance and safety regarding golf cart and other vehicle use within the Paseo Community the CDD entered into a formal traffic enforcement agreement with the City of Fort Myers as outlined in Florida Statute 316.006(2)(b). Does the CDD use Gate Access Data or other means to monitor the level of Fort Myers Police support the community receives?

We look forward to receiving a response to these important questions since we believe that this is a safety and security issue on our roadways within our gates and so that together we can work toward a solution.

Thank you.

Tab 6

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PASEO COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Paseo Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within the City of Fort Myers, Lee County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Bob Schleifer as Secretary pursuant to Resolution 2020-04; and

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

Section 1. Scott Brizendine is appointed Secretary.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26TH DAY OF JULY, 2023.

**PASEO COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 7

MINUTES OF MEETING

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

**PASEO
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Paseo Community Development District was held on **Wednesday, May 24, 2023 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	Board Supervisor, Chairman
Sharon Schulman	Board Supervisor, Vice Chair
David Cabell	Board Supervisor, Assistant Secretary
Debra Johnson	Board Supervisor, Assistant Secretary
Ian Noy	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Andrew Cohen	District Counsel (via Teams) Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Doug Tarn	District Engineer, Barraco & Associates, Inc.
John Fowler	Landscape Inspection Services, Rizzetta & Company, Inc.
Joe Green	Pinnacle Landscapes
Ted Galeno	Pinnacle Landscapes
Audience	

FIRST ORDER OF BUSINESS **Call to Order**

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

SECOND ORDER OF BUSINESS **Public Comment**

Ms. Blandon opened the floor to public comment.

Mr. Heether addressed the Board regarding the hog fencing.

Mr. Pappas addressed the Board regarding the hog fencing.

Mr. Russell addressed the Board regarding the hog fencing.

THIRD ORDER OF BUSINESS **District Engineer Staff Report, Review
and Discussion Regarding Asset
Report, Including Order of Magnitude**

49 Mr. Tarn advised that an updated Order of Magnitude has been distributed and does
50 not have any additional items to report. Discussion ensued regarding the asset report.
51

52 Mr. Tarn spoke regarding the proposed location of the hog fence; he advised that it
53 is on the line between homeowner property and CDD property and additional research
54 needs to go into the preserve boundary line. Discussion ensued. Mr. Tarn advised that he
55 will provide the electronic copy of the fence drawing to the Board.
56

57 **FOURTH ORDER OF BUSINESS**

Review of Field Inspection Report

58
59 Mr. Fowler advised that inspection dates will be changing in order to have a
60 completed report with a response prior to the agenda deadline; he advised that inspections
61 will take place on the last Tuesday of each month. Mr. Fowler advised that he met with the
62 homeowner on Hidalgo regarding the shady lady trees and those trees should be trimmed
63 by the CDD. Mr. Brown asked if one of the trees is leaning. Mr. Fowler confirmed that one
64 tree is leaning and should either be straightened or removed. Mr. Cabell advised that he
65 drove around with the report and noted items in addition to the report; he advised that he
66 will forward his notes and pictures to Staff. Ms. Johnson spoke regarding items that she has
67 noticed as marked completed but are not done; she advised that she will provide to Staff.
68 Ms. Johnson asked for the status of the updated multi use path recommendations by Mr.
69 Toborg. Mr. Fowler advised that he will inquire. Mr. Brown discussed the weeds within the
70 foxtail beds. Discussion ensued regarding items being marked on the report as completed
71 although they are not completed. The Board directed Staff to send a Notice of Deficiencies
72 to Pinnacle Landscapes, requesting a timeline for corrections.
73

74 **FIFTH ORDER OF BUSINESS**

**Consideration of Pinnacle Landscapes
Proposals for Palm Drenching**

75
76
77 Ms. Bandon reviewed the Pinnacle Landscapes proposals for Palm drenching.
78 Discussion ensued regarding fertilization of the palms. Ms. Johnson asked that Pinnacle
79 address the discrepancy in the palm counts contained within the proposals. Discussion
80 ensued. Ms. Bandon advised that she will include the fertilization concerns in the Notice to
81 be sent to Pinnacle.
82

On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board Approved
Not to Exceed Amount of \$17,354.00 for Palm Drenching, with Reduction to be Made for
Trees that have Not Survived, for the Paseo Community Development District.

83
84 **SIXTH ORDER OF BUSINESS**

**Discussion Regarding Use of Liquid
Fertilizer and Liquid Agent within
Irrigation System**

85
86
87
88 Mr. Brown spoke regarding the use of liquid agents within the new irrigation
89 system; he advised that the system is used for wetting and weed agents, not fertilizer; he
90 advised that it is intended to augment the fertilizer application. Ms. Johnson advised that
91 she is on board for using the system for wetting and weeding agents, but not for fertilizer
92 or pest control. Mr. Brown suggested that Ms. Johnson work with Staff to research

93 associated costs, frequency of use, as well as any potential issues with the Sub
94 Associations benefiting from the use of the agents. Mr. Cohen spoke regarding incidental
95 private benefit. Board discussion ensued regarding the potential costs associated with
96 using the wetting agent as well as frequency of use. Ms. Blandon recommended having
97 Ms. Johnson work with Staff and report back. Mr. Brown asked that Ms. Johnson or Ms.
98 Blandon provide a report prior to the budget meeting.

99
100 **SEVENTH ORDER OF BUSINESS** **Consideration of Superior Waterway**
101 **Proposal for Repair of Entry Feature**
102 **Sign**
103

104 Ms. Blandon advised that the water feature at the entrance of the community is in
105 need of repair and Superior Waterway has provided a proposal totaling \$16,094.70. She
106 responded to questions from the Board.
107

On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board Approved a Not to Exceed Amount of \$16,094.70 for Repairs to the Entry Water Feature Sign, Subject to Preparation of a Work Authorization by Counsel, for the Paseo Community Development District.

108
109 **EIGHTH ORDER OF BUSINESS** **Consideration of Persson, Cohen,**
110 **Mooney, Fernandez & Jackson**
111 **Attorney Fees Increase**
112

113 Mr. Cohen advised that the engagement letter has a CPI built into it and so every
114 year notification is provided to allow for budgetary purposes. He advised that the CPI is
115 six percent, however, they have reduced that to five percent. Mr. Cohen asked if there
116 were any questions, there were none.
117

On a Motion by Mr. Noy, seconded by Mr. Brown, with all in favor, the Board Approved the Persson, Chen, Mooney, Fernandez & Jackson Attorney Fee Increase, for the Paseo Community Development District.

118
119 **NINTH ORDER OF BUSINESS** **Presentation of the Proposed Budget**
120 **for Fiscal Year 2023/2024**
121

122 Ms. Blandon advised that changes have been made to the proposed budget based
123 on the workshop held previously. She did clarify for the record that this is not the final
124 budget approval, but is a proposed budget, and the Board will hold a final budget hearing
125 in August. Ms. Blandon advised that the budget cannot increase after today's approval,
126 but it can be decreased. Mr. Cohen clarified that nothing in the proposed budget is a new
127 or a separate assessment, it is part of the O&M assessment. Ms. Blandon responded to
128 questions from the Board.
129
130
131

132 **TENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-04,**
133 **Approving a Proposed Budget for**
134 **Fiscal Year 2023/2024 and Setting a**
135 **Public Hearing Thereon**
136

137 Ms. Bandon provided an overview of the resolution and asked if there were any
138 questions. There were none.
139

On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board Adopted Resolution 2023-04, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon for Wednesday, August 23, 2023 at 10:00 a.m., to be held at the Paseo Village Center, Theater, 11611 Paseo Grande Boulevard, Fort Myers, Florida 33912, for the Paseo Community Development District.

140 **ELEVENTH ORDER OF BUSINESS** **Consideration of the Minutes of the**
141 **Board of Supervisors' Meeting held on**
142 **April 26, 2023**
143
144

145 Ms. Bandon presented the Minutes of the Board of Supervisors' meeting held on
146 April 26, 2023 and asked if there were any questions, comments, or changes to the minutes
147 as presented. There were none.
148

On a Motion by Mr. Brown, seconded by Mr. Noy, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on April 26, 2023, for the Paseo Community Development District.

149 **TWELFTH ORDER OF BUSINESS** **Consideration of Operations and**
150 **Maintenance Expenditures for the**
151 **Month of April 2023**
152
153

154 Ms. Bandon advised that the Operations and Maintenance expenditures for the
155 period of April 1-30, 2023 totaled \$119,617.58 and asked if there were any questions. She
156 responded to questions from the Board.
157

On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of April 2023, totaling \$119,617.58, for the Paseo Community Development District.

158 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**
159

160
161 A. District Counsel
162 Mr. Cohen advised that he had no report but would be happy to answer any
163 questions. There were none.
164
165

166 B. District Manager
167 Ms. Blandon advised that the next meeting of the Board of Supervisors is
168 scheduled for Wednesday, June 28, 2023 at 10:00 a.m.

169
170 Ms. Blandon provided an overview of the DM report including a FEMA
171 update.

172
173 **FOURTEENTH ORDER OF BUSINESS** **Supervisor Requests**

174
175 Ms. Blandon opened the floor to Supervisor requests.

176
177 Mr. Cabell inquired as to the status of the sign replacement and straightening
178 efforts. Ms. Blandon advised that she has reached out to the sign company and will follow
179 up with them as well as the fence company for the Gazebo fence. Mr. Cabell inquired as
180 to the status of the streetlight painting. Ms. Blandon advised that she is awaiting an
181 appropriate repair proposal. Mr. Cabell inquired as to the status of the pet waste station
182 that was hit. Ms. Blandon advised that the station has been replaced. Mr. Cabell advised
183 that the Association was able to pull video. Mr. Cabell inquired as to the status of the
184 removals. Ms. Blandon advised that she is working on a spec in order to obtain additional
185 proposals. Mr. Cabell advised that he received another email from a resident on Esteban
186 regarding the grasses growing in the lake; he advised that he encouraged the homeowner
187 to attend a meeting. He further advised that he received a video from YouTube related to
188 turf necrosis. Mr. Cabell advised that the Paseo Master Association administrator sent
189 him a note regarding reckless driving. Mr. Cohen advised that the CDD does not have
190 any policing powers, and this should be reported to the Sheriff's Department.

191
192 Ms. Johnson inquired as to the status of the FL Class Fund. Mr. Brown advised
193 that interest earnings are at approximately \$10,000 per month. Ms. Johnson inquired as
194 to the removal of the 41 oaks along Penzance. Mr. Brown recommended placing this item
195 on the next agenda for discussion. Ms. Johnson asked that communications be shared
196 with the CDD Board prior to being shared with other associations.

197
198 Mr. Noy advised of a tree on Sarita Court that needs to be removed. Mr. Brown
199 advised that the homeowner has been advised that he can remove the tree and replace
200 it at his cost.

201
202 Mr. Brown reminded the Board that in the February meeting the Board agreed that
203 all correspondence to vendors and Staff will also be provided to Ms. Blandon. He advised
204 that the sign feature at Penzance and Palomino is not flowing properly and asked that
205 Superior Waterway address the issue. Mr. Brown inquired as to obtaining a GPS locator.
206 Ms. Blandon advised that the purchase may not be necessary as FEMA has been
207 accepting cell phone locations.

208
209 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

210
211 Ms. Blandon advised there was no further business to come before the Board and
212 asked for a motion to adjourn the meeting.

213

On a Motion by Mr. Brown, seconded by Mr. Noy, with all in favor, the Board adjourned the meeting at 11:45 a.m., for the Paseo Community Development District.

214
215
216
217

Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 8

PASEO COMMUNITY DEVELOPMENT DISTRICT

District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.paseocdd.org

Operation and Maintenance Expenditures
May 2023
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2023 through May 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$196,568.63**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paseo Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Avision Technology LLC	100309	575	Security Camera Setup 05/23	\$ 610.00
Barraco and Associates, Inc.	100310	25223-2	Engineering Services 12/22	\$ 7,507.50
Barraco and Associates, Inc.	100310	25464	Engineering Services 01/23	\$ 2,500.00
Barraco and Associates, Inc.	100310	25907	Engineering Services 04/23	\$ 3,530.00
CenturyLink	20230504-1	311416420 04/23B Auto	Telephone Service 05/23	\$ 545.03
City of Fort Myers	100311	1-015317-00 04/23	Compactor 11604 Paseo Grande Blvd 04/23	\$ 5,686.76
Crystal Clean Inc.	100303	N5870	Cleaning Services 03/23	\$ 916.00
Crystal Clean Inc.	100312	N6018	Cleaning Services 05/23	\$ 916.98
David W Cabell	100313	DC042623	Board of Supervisors Meeting 04/26/23	\$ 200.00
Debra Johnson	100314	DJ042623	Board of Supervisors Meeting 04/26/23	\$ 200.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Earth Tech Environmental, LLC	100315	9196	Semiannual Preserve Maintenance 04/23	\$ 9,700.00
Florida Power & Light Company	100331	28467-91263 04/23	11170 Paseo Dr. #SL 04/23	\$ 45.64
Florida Power & Light Company	100334	FPL Summary 04/23	FPL Summary 04/23	\$ 30,379.56
Hands Free Security, LLC	100304	1368543	Entrance Gate Service Call 02/01/23	\$ 1,186.92
Hands Free Security, LLC	100304	1369347	Entrance Gate Service Call 04/20/23	\$ 155.00
HomeTeam Pest Defense, Inc.	100316	92659347	Rodent Service 04/23	\$ 30.00
Hotwire Communications, LTD	100317	30210660 05/23	Cable Services 05/23	\$ 229.99
Ian Y Noy	100318	IN042623	Board of Supervisors Meeting 04/26/23	\$ 200.00
Johnson Engineering, Inc.	100300	20097877-023-07	WUP Compliance Monitoring Svcs Through 04/16/23	\$ 1,055.00
Johnson Engineering, Inc.	100305	20225206-000-05	WUP Compliance Monitoring Svcs 04/23	\$ 35.00
Paseo CDD	Debit Card	Debit Card	Debit Card Replenishment 05/04/23	\$ 1,203.70

Paseo Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Paseo CDD	Debit Card	Debit Card	Debit Card Replenishment 05/17/23	\$ 1,924.73
Paseo CDD	Debit Card	Debit Card	Debit Card Replenishment 05/31/23	\$ 2,264.06
Passarella & Associates, Inc.	100319	19PCD3028 Invoice 3B	Professional Services Through 04/30/23	\$ 360.00
Persson, Cohen & Mooney, P.A.	100320	3501	Legal Services 04/23	\$ 4,764.50
Pinnacle Landscapes, Inc.	100306	14940	Disposal of Trees 01/23	\$ 5,105.00
Pinnacle Landscapes, Inc.	100321	15181	General Monthly Maintenance 04/23	\$ 25,568.50
Pinnacle Landscapes, Inc.	100321	15216	Irrigation Repairs 04/23	\$ 743.00
Pinnacle Pest Management Services, Inc.	100322	7266	Pest Control 04/23	\$ 67.41
Pinnacle Pest Management Services, Inc.	100335	7353	Pest Control 05/23	\$ 67.41
Premier Pressure Cleaning, LLC	100323	5109	Pressure Washing Services 04/23	\$ 22,042.80
Provencia at Paseo	100340	05222023	Reimbursement for Hog Trapping 05/23	\$ 340.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100298	INV0000079777	Personnel Reimbursement 04/28/23	\$ 2,479.95
Rizzetta & Company, Inc.	100299	INV0000079654	District Management Fees 05/23	\$ 7,499.84
Rizzetta & Company, Inc.	100330	INV0000079866	Amenity Management & Oversight & Personnel Reimbursement 05/12/23	\$ 3,336.85
Rizzetta & Company, Inc.	100333	INV0000079837	Cell Phone & Mileage 04/23	\$ 116.16
Sharon E. Schulman	100324	SS042623	Board of Supervisors Meeting 04/26/23	\$ 200.00
Solitude Lake Management, LLC	100336	PSI-73473	Aquatic Maintenance 05/23	\$ 2,367.87
Spectrum Nightscapes, LLC	100337	1126	Pathlight Repair 05/23	\$ 6,300.00
Steven A. Brown-Cestero	100325	SB042623	Board of Supervisors Meeting 04/26/23	\$ 200.00
Suntech Electrical Contractors, Inc.	100307	5484-75	Lighting Repair #155 12/22	\$ 230.00
Suntech Electrical Contractors, Inc.	100307	5484-78	Lighting Repairs 02/23	\$ 6,340.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Suntech Electrical Contractors, Inc.	100307	5484-79	Lighting Repair #279 03/23	\$ 424.48
Suntech Electrical Contractors, Inc.	100307	5484-80	Lighting Repair #270 02/23	\$ 333.96
Suntech Electrical Contractors, Inc.	100326	5484-74	Irrigation Pump Replacement 12/22	\$ 12,350.00
Suntech Electrical Contractors, Inc.	100326	5484-77	Lighting Repair 02/23	\$ 234.50
Superior Waterway Services, Inc.	100327	86445	Quarterly Fountain Maintenance 05/23	\$ 2,625.00
Superior Waterway Services, Inc.	100338	87672	Fountain Cleaning 05/23	\$ 1,425.00
TEM Systems, Inc.	100308	INV27624	GateHouse Cloud - Monthly Fee 05/23 - 07/23	\$ 1,740.00
Tower Compactor Rentals, LLC	100301	RENTAL-23-08776	Trash Compactor 05/23	\$ 333.90
Water One, Inc.	100328	1688482	Water Delivery 05/23	\$ 36.55
Weiser Security Services, Inc	100302	1109477	Guard Weekly Billing 04/07/23-04/13/23	\$ 3,593.38

Paseo Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Weiser Security Services, Inc	100329	1110309	Guard Weekly Billing 04/14/2023-04/20/2023	\$ 3,576.70
Weiser Security Services, Inc	100329	1111282	Guard Weekly Billing 04/21/23-04/27/23	\$ 3,582.26
Weiser Security Services, Inc	100332	1112482	Guard Weekly Billing 04/28/2023-05/04/2023	\$ 3,573.92
Weiser Security Services, Inc	100339	1113496	Guard Weekly Billing 05/05/23-05/11/23	\$ 3,587.82
Report Total				<u>\$ 196,568.63</u>

Tab 9



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** August 23, 2023
- **FY 2021-2022 Audit Completion Deadline:** June 2023
- **Next Election (Seats 3,4, and 5):** November 5, 2024

**District
Manager's
Report**

July 18

2023

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<u>FINANCIAL SUMMARY</u>		<u>6/30/2023</u>
General Fund Cash & Investment Balance		\$1,324,202
Reserve Fund Investment Balance		\$489,557
Debt Service Fund Investment Balance		\$580,367
Total Cash and Investment Balances		\$2,394,126
General Fund Expense Variance:	\$92,092	Over Budget



Entry Fountain Feature: The repairs to the entry fountain feature have been completed by Superior Pools. We added a custom control panel for the three water pumps. Two adjustable relay motor starters as well.

Signage Replacements: Advancetek has been working on the signage replacements. During a recent storm many of the signs there fixed have moved directionally. Advancetek has been informed and they will be onsite this week.

Pending Gate Repairs: Fusion has not completed the work. District Management requested for District Counsel to send them a demand letter. They have not been responding to our emails or phone calls.

Mulch Installation: The mulch installation has not been completed. There are still areas that need to be completed along Penzance, the Gazebos, and the Main Lake. We have struggled with the performance of this vendor including the completion of the work.

August 23, 2023 Meeting: As a reminder Supervisors we will be holding public hearings during the August 23, 2023 Meeting. These public hearings are for the adoption of the budget as well as the imposition of the assessments. We need an in-person quorum for this meeting.

Guardhouse Complaints and Kiosk: District Staff has received complaints regarding the Security Team members not following procedures and allowing delivery companies, vendors, uber drivers into the property. We have discussed these issues with our account manager from Weiser and he has confirmed that they are working with the guards to correct these issues. There was an issue with the email communication system which has been remedied by TEM.