



Rizzetta & Company

Paseo Community Development District

**Board of Supervisors' Meeting
February 28, 2024**

**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	Dave Cabell Debra Johnson Steven Brown Sharon Schulman Ian Noy	Chairman Vice Chair 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.

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

February 21, 2024

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, February 28, 2024, 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 February 12, 2024 Landscape Inspection Report.. Tab 1
 - B. Consideration of Pinnacle Landscapes Proposals Tab 2
 1. December Report Estimates
 2. Foxtail and Royal Palm Drench
 3. Replanting of Landscape Bed Across from Musket Lane on Penzance Boulevard
 - C. Discussion Regarding Management Review Results Tab 3
 - D. Discussion Regarding Policy Implementation for District Communications with Vendors, Staff, and other Government Entities
 - E. Discussion Regarding Oak Tree Removal Behind Homes on Rosalinda
 - F. Discussion Regarding Oak Tree Replacement Project
 - G. Review and Consideration of AmeriScape Proposal for Root Barriers Along Multi-Use Path..... Tab 4
 - H. Consideration of Superior Waterway Proposal to Change Lights at Fountains 1A and 1D to LED with Control Panel for All Four Fountains..... Tab 5
 - I. Consideration of Proposals for Replacement of Gate Control Towers Tab 6
 1. Apexx Access & Automation
 2. Hands Free LLC
 3. New IQ
 - J. Consideration of Proposals for Gate Control Towers Preventative Maintenance Tab 7
 1. Apexx Access & Automation
 2. Hands Free LLC
 3. New IQ

K.	Consideration of Pressure Washing Proposals	Tab 8
1.	Premier Pressure Cleaning	
2.	ProClean	
L.	Review and Discussion Regarding Master Association Sketch and Legal of CDD Parcel.....	Tab 9
1.	Consideration of Maxwell-Hendry-Simmons Proposal for Appraisal Related to Master Assoc. Purchase of CDD Land.....	Tab 10
M.	Discussion Regarding Fluid Spills on District Roadways	
N.	Discussion Regarding Survey Related to Potential Hog Fence	Tab 11
O.	Discussion Regarding Easements for CDD Assets on Non- CDD Land	
5.	BUSINESS ADMINISTRATION	
A.	Consideration of the Minutes of the Board of Supervisors' Meeting held on January 24, 2024	Tab 12
B.	Ratification of the Operations and Maintenance Expenditures for the Month of January 2024.....	Tab 13
6.	STAFF REPORTS	
A.	District Counsel	
B.	District Manager	Tab 14
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



February 12, 2024
Rizzetta & Company
John Fowler– Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary & Zone 1

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

- ❑ When will rejuvenation cutbacks begin for flowering shrubs?
- ❑ Scout and treat ant mounds throughout the district.

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 dead seed pods in the Medjool Palms on the corner intersection of Penzance Blvd. and Palomino Ln.
2. Remove a couple Crinum Lily leaves laying on the ground in the bed on Penzance Blvd. on the East end close to Palomino Ln.
3. Repair a rut in the turf on the Southside of the bicycle path on the East end of Penzance Blvd.
4. Repair turf ruts on Penzance Blvd. across the street from Musket Ln.
5. Check the ant mounds in beds on Penzance Blvd. to see if they are active. If treated and no longer active, please smooth out level.
6. Noting the annual bed is currently empty on Penzance Blvd. on the East end by Palomino.
7. Clean out dead material in the Shell Ginger on Penzance Blvd. from Palomino Ln. to Paseo Grande Blvd.
8. There are only a couple dead hanging Coconut Palm fronds this inspection on Penzance Blvd. between Palomino Ln. and Paseo Grande Blvd.
9. Treat sedge in the Zoysia in the median island on Paseo Grande Blvd. intersection with Penzance. Blvd.
10. It appears one of the 'Petit' Ixora in the median island on Paseo Grande Blvd. intersection with Penzance Blvd. is dead. Investigate and report findings.
11. Diagnose and treat declining Juniper in the median island on Paseo Grande Blvd. before the gate. Remove diseased or dead material.



Zone 1

- 12. Remove weeds growing up through the Juniper in the median on Paseo Grande Blvd. South of the guard gate on the exit side.
- 13. Remove dead hanging palm fronds on Penzance Blvd. from Paseo Grande Blvd. to Westend of the property.
- 14. Diagnose and treat the Bougainvillea on the trellis at the guard gate on Paseo Grande Blvd. entrance side.
- 15. Treat broadleaf turf weeds on Herminia St. between Paseo Grande Blvd. East and West side. (Pic. 15)



- 16. Noticing the first two Foxtail Palms on the Southeast condo side of Paseo Grande Blvd. appear chlorotic and may need extra fertilizer.
- 17. Remove weeds in the Arboricola at the Southeast Gazebo.
- 18. Appears to be two broken hanging branches in the tree by the lake on Paseo Grande Blvd. between light poles #98 and 99.
- 19. Treat the Dollarweed in the roundabout turf on Paseo Grande Blvd. Eastside.
- 20. Smooth out inactive ant mounds in the turf and tree rings on Paseo Grande Blvd. An example at light pole #101. (Pic. 20>)

- 21. There are a couple Foxtail palms with dead bottom fronds that should be removed on Paseo Grande Blvd.
- 22. Noted before of a turf issue that still remains on the Southside of Northeast gazebo. I am not marking in red because there is possible construction for repairs still present and may need some sod once the project is completed.
- 23. Noting a bare area in the turf on the Southeast corner of Paseo Grande Blvd. and Javiera Way where turf weeds were sprayed out. This will fill in naturally.

24. Diagnose and treat an area of declining turf at the Northeast Gazebo on Paseo Grande Blvd. Will need new sod to repair this area. (Pic. 24)



Zone 1

25. Improve the color and vigor in the Zoysia turf on Paseo Grande Blvd. just East of Paseo Dr. Is there a possible irrigation issue here?

26. Clean diseased or dead material in Crinum Lilies on either side of Paseo Dr. on Paseo Grande Blvd.

27. Diagnose and treat Ligustrum tree in front of the dumpster area. (Pic. 27)



33. Diagnose and treat declining turf at the Southwest gazebo behind light pole #85.

28. Chlorotic Foxtail Palms that may need extra fertilizer on Paseo Grande Blvd. on West side across the street from light pole #73. A couple more across the street from light pole #82 and #84.

29. Diagnose and treat a couple declining 'Nora Grant' Ixora at the Northwest gazebo.

30. There are a couple Maui Ixora that don't have many leaves on them on the West roundabout on Paseo Grande Blvd. Remove dead or diseased material. These were treated but need time to see if they will come back.

31. Declining 'Petit' Ixora by light pole #80 on the West Paseo Grande Blvd. roundabout. May need to be replaced. (Pic. 31>)

32. Treat broadleaf turf weeds at the West Paseo Grande Blvd. roundabout.



Zone 2

1. Treat broadleaf turf weeds on Bibiana Way across from light pole #119.
2. Treat broadleaf turf weeds on the corner of Bibiana Way and Emilia St. intersection.
3. Diagnose and treat declining Foxtail Palm just East of light pole #132 on Bibiana.
4. Diagnose and treat a declining Foxtail Palm on Bibiana Way between light pole #153 and 154.

5. Diagnose and treat declining turf on Bibiana Way across the street from light pole #155. This is slightly worse than last inspection. Was this treated? (Pic. 5)



6. Noting that during this inspection work is being done on the West condo buildings so will not inspect the turf they have machines on.
7. Treat ant mounds in turf and tree ring across the street from light pole #169 on Bibiana Way.
8. Diagnose and treat declining turf on Bibiana Way by light pole #173. (Pic. 8>)
9. Treat two large ant mounds in the tree beds across the street from light poles #204 and 176 on Bibiana Way.

10. Bare area of turf on the corner of Emilia St. and Adoncia Way. (Pic. 10)



11. Noting a little bit of overspray along the paver sidewalk on Bibiana Way. It will fill in over the next few weeks.
12. Treat broadleaf turf weeds on Adoncia Way by light pole #221.
13. Clean up Crinum Lily at the mailbox kiosk on Adoncia Way. Provide a proposal to remove and/or replace it with a different species.
14. Treat broadleaf turf weeds on Southwest corner where Adoncia Way and Tulio Way meet.
15. Clean up Crinum Lily at mailbox kiosk on Tulio Way.



Zone 2

16. Chlorotic Foxtail Palms that may need extra fertilizer in Zone 2:

1. Emilia St. across from light pole #209
2. Rocio St. across from light pole #212
3. Adoncia Way across from light pole #94.
4. Adoncia Way across street from Tulio Way.
5. Adoncia Way across from light pole #215.
6. South corner of Adoncia Way and Tulio Way.
7. Tulio Way at light pole #290
8. Tulio Way across from the mailbox kiosk.
9. Tulio Way by light pole #206.
10. Herminia St. by light pole #196.



Zone 3

1. There are a couple Oak trees that need the canopy lifted just South of Izarra Way on Palba Way.
2. Clean the Crinum Lilies at mailbox kiosk on Palba Way.
3. Treat large ant mound by mailbox kiosk on Palba Way. (Pic. 3)



4. Noting winter weeds die off by light pole #112 on Palba Way that needs to fill in.
5. Diagnose and treat thin turf on the corner of Izarra Way and Herminia St. intersection.
6. Treat broadleaf turf weeds on the corner of Izarra Way and Javiera Way intersection.
7. Clean up Crinum Lily at Izarra Way mailbox kiosk.
8. Diagnose and treat declining tree next to light pole #397 on Izarra Way.
9. Bare area where winter weeds died off by light pole #291 on Izarra Way. Should fill in naturally.
10. Need to improve the turf on the Northeast corner of Paseo Grande Blvd. and Izarra Way. It appears dry. Treat broadleaf turf weeds. (Pic. 10>)

11. Noting a bare area on Melosia St. where a tree was removed. This is across the street from light pole #283. Is another tree going in?
12. Treat broadleaf turf weeds across the street from light pole #249 on Nalda St. Also, is there a plan for the bare area here?
13. Turf appears dry on Nalda St. from the lift station to Izarra Way. Check irrigation for coverage and time.
14. Diagnose and treat turf on Kemena St. across the street from the pickleball court parking.
15. Check the irrigation for time and coverage for turf on Javiera Way across the street from light pole #40 and 41. Appears dry.
16. Chlorotic Foxtail Palms that may need extra fertilizer in Zone 3:
 1. Izarra Way across from light pole #289.
 2. Herminia St. across from light pole #7



Zone 4

1. Diagnose and treat small area of declining turf in front of the Sarita Ct. monument on the entrance side.
2. Remove dead hanging palm frond in the Sarita Ct. roundabout.
3. What is the status for enhancing the Sarita Ct. roundabout? The Duranta here are struggling.
4. Turf at the Sarita Ct. roundabout is declining and needs improvement. Treat accordingly.
5. Remove dead Red Ti stalks behind the Mercado Ct. monuments.
6. Diagnose and treat the turf on the exit side of Provenca Ct. and Bibiana Way intersection. (Pic. 6)



7. Pygmy Date palm still struggling at Provenca entrance. Will it survive? What is the latest status on this?
8. Diagnose and treat the declining Croton by the Rosalinda Ct. monuments.
9. Treat the Dollarweed in the median on Felisa Ct.

Zone 5

1. On the exit side of Paseo Dr. at Paseo Grande Blvd. intersection, there is a Magnolia that is leaning.
2. Noting during this inspection Pinnacle was replacing some of the declining Copperleaf from previous reports on Paseo Dr. before the bridge.
3. Noting during this inspection Pinnacle was replacing declining Croton on Paseo Dr. after you cross the bridge.
4. There is a dead tree across the street from Adelio Ln. on the East ROW of Paseo Dr. Should we just let it be since it is by the natural area? Was a proposal provided? (Pic. 4)



9. There is a large ant mound and possible dead Croton on the corner of Esteban Dr. North and Paseo Dr. intersection.
10. Treat a large ant mound in the bed on Paseo Dr. between Esteban Dr. South and light pole #356.
11. Diagnose and treat declining turf on Paseo Dr. between Esteban Dr. South and light pole #356.
12. Diagnose and treat the Copperleaf behind light pole #356.
13. Diagnose and treat Croton on Paseo Dr. across the street from Hildalgo Ct. There appears to be one that is dead. (Pic. 13)



5. Need to cut back ornamental trees on Paseo Dr. to promote new growth. Pinnacle thoughts on this?
6. Turf still appears in decline on Paseo Dr. between Adelio Ln. and Dario Way but may need a second treatment.
7. Diagnose and treat declining Croton just North of Dario Way on Paseo Dr.
8. Diagnose and treat turf on Paseo Dr. between light pole #337 and Esteban Dr. North. May be an irrigation issue as well.
14. It appears insects are still eating the Oleander across the street from Hildalgo Ct. It may need a second application.
15. Schedule a rejuvenation cutback for the Jatrophas across the street from Hildalgo Ct.
16. Overall, the turf looks better than last inspection on Paseo Dr. as most of the fungus issues are barely there or gone completely.
17. Treat broadleaf turf weeds and sedge at Paseo Dr. roundabout.
18. Dead fronds across street light pole #364.

Zone 6

1. Remove an Arboricola that is growing up in the Bougainvillea at Adelio Ln. roundabout.
2. Remove a couple dead shrubs on the exit side of Adelio Ln. and Paseo Dr. intersection. I do not think a replacement is necessary.
3. Diagnose and treat declining turf on the front part of Adora Ct. roundabout.
4. Treat Dollarweed in turf on Adora Ct. roundabout.
5. New turf was installed on Dario Way roundabout but appears dry. Ensure irrigation is scheduled here for establishment. (Pic. 5)



6. Noting possible overspray treating the joint crack weeds on the North ROW of Dario Ct. These will fill back in over the next few weeks.

Zone 7

1. Cut back the Royal Poinciana Tree that has a branch overhanging the first roof on Esteban Dr. North off Paseo Dr.
2. Diagnose and treat a declining Bird of Paradise at the Macario Ct. roundabout.



Zone 8

1. Noting unsightly Flax Lilies were removed from Hidalgo Ct. roundabout and looks much better.
2. Treat broadleaf turf weeds at Falisto Pl. roundabout.



Tab 2

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
1/17/2024	4306

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

Description	Qty	Cost	Total
Paseo CDD December 2023 Report - Estimates			
Zone #1 - Item #23: Declining turf on the south side of the Northeast Gazebo			
Removal of turf and prep for new sod		200.00	200.00
Install 20 pieces of Floratam		60.00	60.00
Extra water set up and removal (2 trips)	1	55.00	55.00
Zone #1 - Item #24: Declining turf at the front of the Northeast Gazebo			
Removal of turf and prep for new sod		75.00	75.00
Install 6 pieces of Floratam		18.00	18.00
Extra water set up and removal (2 trips)	1	55.00	55.00
Zone #1 - Item #30: Declining turf at the front of the Northwest Gazebo			
Removal of turf and prep for new sod		75.00	75.00
Install 6 pieces of Floratam		18.00	18.00
Extra water set up and removal (2 trips)	1	55.00	55.00
Zone #2 - Item #10: Thinning turf at light pole #226 on Adoncia Way. Need to resod the area as it will take quite a while to fill in.			
Removal of turf and prep for new sod		75.00	75.00
Install 10 pieces of Floratam		30.00	30.00
Extra water set up and removal (2 trips)	1	55.00	55.00
Come visit us at www.Pinnaclelandscapes.com!!	Total		

Customer Signature

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
1/17/2024	4306

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

Description	Qty	Cost	Total
Zone #3 - Item #8: Trees removed at light poles #289 and #290 on Izarra Way. Install Pigeon Plum trees.			
Install 25 gallon Pigeon Plum trees	2	375.00	750.00
Mulch- Cocoa Brown	4	15.00	60.00
Irrigation-- Install 2 bubblers		100.00	100.00
Zone #3 - Item #10: Diagnose and treat Foxtail Palm across the street from light pole #25 on Nalda Street. This Foxtail Palm has lost its leader frond and needs to be replaced.			
Removal and disposal of Foxtail Palm		150.00	150.00
Install 25 gallon Foxtail Palm	1	375.00	375.00
Mulch	1	15.00	15.00
Zone #3 - Item #12: Bare area of sod across the street from light pole #249 on Nalda Street. This is where an oak tree was removed.			
Removal of turf and prep for new sod		125.00	125.00
Install 1/4 pallet of Floratam	0.25	690.00	172.50
Extra water set up and removal (2 trips)	1	55.00	55.00
Zone #3 - Item #14: Area of declining turf across the street from light pole #284 on Mellows Street. Weeds were treated and created a bare area in turf.			
Removal of turf and prep for new sod		75.00	75.00
Come visit us at www.Pinnaclelandscapes.com!!	Total		

Customer Signature

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
1/17/2024	4306

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

Description	Qty	Cost	Total
Install 10 pieces of Floratam		30.00	30.00
Extra water set up and removal	1	55.00	55.00
Zone #5 - Item #1: Remove leaning Magnolia trees on the exit side of Paseo Drive at the intersection with Paseo Grande Blvd. Flush cut Magnolia trees and dispose of debris. 4 Magnolia trees to be flush cut and remove debris	4	200.00	800.00
Zone #5 - Item #4: Dead tree across the street from Adelio Court on the Esperanza 3 berm. This silver Buttonwood tree was damaged from when the Royal Poinciana tree limb fell during a storm. We were monitoring to see if the tree would survive. Removal and disposal of Silver Buttonwood tree		50.00	50.00
Zone #6 - Item #6: Turf at Dario Way roundabout is thin and is in need of replacement. Removal of turf and prep for new sod		200.00	200.00
Install 1/2 pallet of sod	0.5	690.00	345.00
Extra water set up and removal	1	55.00	55.00
Come visit us at www.Pinnaclelandscapes.com!!	Total		\$4,183.50

Customer Signature _____

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
1/25/2024	4321

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

Description	Qty	Cost	Total
Proposal to treat Foxtail Palms and Royal Palms with Micronutrient Drench Application			
Foxtail Palms	229	50.00	11,450.00
Royal Palms	2	80.00	160.00
Come visit us at www.Pinnaclelandscapes.com !!	Total		\$11,610.00

Customer Signature _____

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
2/13/2024	4385

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

Description	Qty	Cost	Total
At the plant bed across from Musket Lane on Penzance:			
Removal and disposal of plant material in landscape bed		250.00	250.00
Install 13- 7 gallon green Arboricola	13	70.00	910.00
Install 17- 3 gallon Trinettes in front of green Arboricola	17	30.00	510.00
Mulch-- Cocoa Brown	12	15.00	180.00
Extra water set up and removal (2 trips)	2	55.00	110.00
Come visit us at www.Pinnaclelandscapes.com!!	Total		\$1,960.00

Customer Signature _____

Penzance Blvd. & Musket Ln. Existing Landscape Bed



Tab 3



PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.
ATTORNEYS AND COUNSELORS AT LAW

David P. Persson**

Andrew H. Cohen

Kelly M. Fernandez*

Maggie D. Mooney*

R. David Jackson*

Regina A. Kardash*

Lori M. Dorman[∞]

Daniel P. Lewis

* Board Certified City, County and Local Government Law

** Of Counsel

Telephone (941) 306-4730

Facsimile (941) 306-4832

Reply to: Lakewood Ranch

MEMORANDUM

DATE: February 20, 2024

TO: Board of Supervisors Paseo Community Development District

FROM: Andrew H. Cohen, District Counsel

THROUGH: R. David Jackson

COPY TO: Belinda Blandon, District Manager – Rizzetta & Company, Inc.

SUBJECT: Summary – Evaluation of District Management

The Board members of the Paseo Community Development District (the “District”) were recently asked to complete an evaluation of Rizzetta & Company, Inc. (“Rizzetta”) regarding District Management Services provided to the District. Below is a summary based on the evaluations completed by all five Board members.

Evaluation Summary

The individual members of the District’s Board of Supervisors were asked to evaluate Rizzetta in the following areas: Management; Administrative; Accounting; Financial & Revenue Collection; Field Services – Landscape; Field Services – On-Site; Technology Services; and Additional Services (if applicable). A rating was given of “1” if Rizzetta “does not meet expectations” in the given area; “2”

Lakewood Ranch
6853 Energy Court
Lakewood Ranch, Florida 34240

Venice
236 Pedro Street
Venice, Florida 34285

for “meets expectation”; and “3” for “exceeds expectations.” Board members were also given an opportunity to provide specific written comments under each subject area. In addition, the evaluation form provided an opportunity for Board members to provide general additional comments on Rizzetta and specific comments on the performance of Belinda Blandon, District Manager.

- **Management**

Management services include conducting meetings and workshops, overall administration of District functions, completing required state and local filings, preparing annual budget, purchasing and contract management, and risk management.

Average Ranking: 3.0

Comments: Overall, the district is managed very competently, and management seems to be on top of everything. I could not ask for more from Belinda...However, Rizzetta, in my opinion, works her to death and has her managing too many communities. The Rizzetta team is top-notch. Belinda, Kari, and all the “behind the scene” players are responsive to our questions and needs. They do an outstanding job of moving projects forward.

- **Administrative**

Administrative services include support for District Management function, recording and preparation of meeting minutes, records retention and maintenance, preparation and delivery of meeting agendas.

Average Ranking: 2.6

Comments: Kari is excellent – always fast to respond to questions and issues. Meeting preparation and other administration matters are timely, well managed and efficient. Kari does a good job, but she needs to really step into her new role...one good step is the report (should be at least weekly) and she should also be touring the property at least once a week.

- **Accounting**

Accounting services include preparation and delivery of District financial statements, accounts payable/receivable functions, asset tracking, investment tracking, capital program administration, and requisition processing, filing of annual reports, and monitoring trust account activity.

Average Ranking: 2.2

Comments: Books are accurate and prepared/presented in timely fashion. There should be a monthly writeup providing the Supervisors with our current financial condition, major inflows/outflows, and anything we should be aware of going forward. The current reporting format could be improved...maybe with a comment/narrative attached to the reports.

- **Financial & Revenue Collection**

Services include functions related to timely billing, collection, and reporting of District assessments including assessment roll preparation and certification, direct billings and funding request processing, and responding to property owner inquiries regarding District assessments.

Average Ranking: 2.8

Comments: District is financially responsible to the long-term needs of the District and worked diligently to develop a 5-year plan in collaboration with the Board.

- **Field Services - Landscape**

Field Services - Landscape includes monthly landscape maintenance and irrigation inspections and corresponding report, providing notification to landscape/irrigation contractors regarding deficiencies, monitoring progress of landscape maintenance contractors, providing input for District's annual budget.

Average Ranking: 2.4

Comments: While I appreciate the work done by this team, it is often difficult to get clear answers from any of the team...need to be more pro-active and if they can't do it, they need to be willing to state so. Should communicate with landscaping company more forcefully regarding the latter's responsiveness to deficiencies and work not completed satisfactorily. John is third Rizzetta Field Services supervisor I've had interaction with, and undoubtedly the most thorough.

- **Field Services - On-Site**

Field Services - On-Site includes day-to-day on-site management of District facilities and assets.

Average Ranking: 2.4

Comments: Tom is a blessing...needs to be given more autonomy as well as the tools needed to repair the things, we hired him to do so...has the desire to perform certain functions but Rizzetta is holding him back. Tom is on top of things...best FS Tech the District has had. Site field services is highly responsive to emerging issues, dedicated to the community and on top of things.

- **Technology Services**

Technology Services include website compliance and management, management of District e-mail accounts.

Average Ranking: 2.0

Comments: Web site and email services meet expectation. Sorely lacking...this is an IT department that is very rigid in their way of doing business...there is much more we could be doing in the way of Technology that Rizzetta seems to be fighting. Website provides useful information but involves seemingly little effort on an ongoing basis...explore linking GIS data to real-time parcel ownership changes.

- **Additional Services**

If applicable, Board members were asked to specify any services to be evaluated that do not fit under another listed category.

Average Ranking: n/a

Comments: none.

- **General Comments**

Our District Manager and Assistant are both superb and extremely responsive to Supervisors' requests and needs. Belinda has always been the ultimate professional...her history and knowledge of Paseo is what makes our CDD, and community run so well. Belinda is amazing, albeit overworked...however, one person is not enough to keep a contract and Rizzetta has to know how important she is but also how weak their position is. I have the utmost respect for Belinda and her team...they often go above and beyond. The District manager effectively plans and manages several infrastructure-related systems that are technically complex and she is highly professional in complying with legal, regulatory and fiduciary requirements of her duties as well as her relationship with vendors and contractors...demonstrates professionalism in executing her duties, and she is indispensable to District operations, having detailed corporate knowledge of evolving systems...she is highly responsive to suggestions and inquiries...doing excellent work on behalf of the District...I have only positive impressions of her performance.

I would like to put out an RFP for Management Services...unfortunately, this is what happens when complacency sets in. I see no reason to consider any other management company...Rizzetta far exceeds expectations. Overall, I believe Rizzetta is doing very good work, with various elements being

handled efficiently and effectively....occasionally, communications with sub HOAs or individuals may be overly abrasive...however, these are rare.

Tab 4



Ameri-Scape of SW Florida, Inc

Paseo Community Development District
 9530 Marketplace Road, Suite 206
 Fort Myers, FL 33912

✉ khardwick@rizzetta.com

ESTIMATE	#2787
ESTIMATE DATE	Jan 31, 2024
EXPIRATION DATE	Feb 15, 2024
TOTAL	\$400.00

CONTACT US

9220 Bonita Beach Rd SE, Unit 101
 Bonita Springs, FL 34135

☎ (239) 368-5127

✉ AR@myamerscape.com

ESTIMATE

Services

Proposal to Install root barrier along Penzance blvd, 12 locations (areas will be identified and provided).

Materials

	qty	unit price	amount
Labor and material: Cost to install root barrier per location . (20 linear feet per tree)	20.0	\$20.00	\$400.00

Subtotal \$400.00

Tax (No Tax 0%) \$0.00

Total \$400.00

Tab 5



SERVICE AGREEMENT FOUNTAIN REPAIR

February 5, 2024

Paseo CDD
C/o: Rizzetta & Company
9530 Marketplace Rd #206
Fort Myers, FL 33912
Attention: Keri Hardwick

Terms: Net 30 days

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Supply and install Aqua Master Color Changing LED (RGBW) on fountains #1A, and 1D This system will only have one control panel, that will be located next to the center fountains existing panel, this one panel will control all 4 fountains Four (4) 40watts stainless steel RGBW LED light fixtures, per fountain 1 Custom RGBW Light Panel 4 LED addresser assemblies, (this keeps all four fountains in the same) 1050 ft of 14/5 power supply cable	
	Total: \$20,163.25

Warranty: Three (3) years on LEDs and ninety (90) days on labor

***This offer is good for Sixty (60) days from date of quotation**

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By: _____

By: _____

Dated: _____

Tab 6



Apexx Access & Automation
2338 Immokalee Road #244
Naples, FL 34110-1445
239.537.7573
GetAutomated@Apexx-AA.com
www.Apexx-aa.com

ADDRESS

Kari
RIZZETTA & CO (PASEO CDD)
11980 Paseo Grande Boulevard
Fort Myers, FL 33912 USA

SHIP TO

Kari
RIZZETTA & CO (PASEO CDD)
11980 Paseo Grande Boulevard
Fort Myers, FL 33912 USA

Estimate 2115

DATE 12/06/2023

EXPIRATION DATE 01/05/2024

ACTIVITY	QTY	RATE	AMOUNT
SALES MEGA ARM BARRIER GATE - INCLUDES BATTERIES SURGE & K1 RELAY	4	4,410.00	17,640.00
SALES 12' LED ARM INSTALLATION KIT (INCLUDES: 12' LED ARM, WIRING HARNESS, POWER SUPPLY & CONTROLLER)	4	850.00	3,400.00
SALES 12-24V DC LOW DRAW LOOP DETECTOR (WITH PROGRAMMABLE FEATURES) (1 SAFETY PER UNIT)	4	183.00	732.00
1 Hour Labor Labor	16	100.00	1,600.00

Includes complimentary "Preventative Maintenance (Platinum) Package" membership for 1YR	SUBTOTAL	23,372.00
	DISCOUNT	-2,000.00
Multi operator discount applied	TAX	-140.00
50% Deposit Required		
Balance Due Upon Completion		

We look forward to working with you!

Thank you for your business. We do expect payment within 30 days, so please process this invoice within that time. There will be a 1.5% interest charge per month on late invoices

TOTAL

\$21,232.00

Accepted By

Accepted Date

Thank you for your business. We do expect payment within 30 days, so please process this invoice within that time. There will be a 1.5% interest charge per month on late invoices

**HIGH-PERFORMANCE COMMERCIAL
DC BARRIER GATE OPERATOR**

MA/MAT



**HIGH-PERFORMANCE DC-POWERED
BARRIER GATE OPERATOR WITH
BUILT-IN BATTERY BACKUP**

The Mega Arm and Mega Arm Tower are DC-powered, high-performance additions to the LiftMaster® family of gate operators.

The heavy-duty motor supports 6,000 cycles per day with an open or close speed of 2.5 seconds making this barrier gate ideal for high cycle commercial applications. Choose from several different arm types or lengths to meet you application. Operator is constructed of T-6 Aircraft Quality Aluminum which provides superior strength and corrosion resistance.

Built-in battery backup provides seamless operation of the gate operator and all DC control and sensing devices in the event of a power loss (900 full cycles on battery backup with a 12 ft. Barrier arm).

Built in Receiver



Exclusive from LiftMaster®, a single remote control solution for gate access and additional access points. Ability to add up to 50 remote controls.

LiftMaster®

MA/MAT

STANDARD FEATURES

Highest grade "Aircraft Quality" Aluminum Chassis

High strength rust proof T-6 aluminum alloy chassis for superior strength corrosion resistance. Light enough for a one man installation.

Magnetic Limit Sensors

Designed for high cycle applications, contain no moving parts to wear out, provide reliable operation.

Break Away Arm

Available with 12 or 15 ft. break away arm. Arm is held in place with break away retaining nuts. If arm is hit, it will break away and can be re-installed. Universal arm can be set up for right or left hand mount.

New & Improved Built-in Surge Protection

Added protection at point of incoming line voltage from power line spikes and surges.

1/2 HPS DC Motor with Soft Start Stop

Heavy duty motor provides strong reliable operation.

Auxiliary Outlet

Simplifies adding / powering up accessories devices. Save the expense of having to add an extra outlet.



Selectable Auto Open

15 seconds after power failure of upon battery depletion barrier arm can be set to automatically open.

15 second delay helps reduce nuisance call backs due to short power interruptions or brown outs. Meets fire code for many local Municipalities.

Battery Backup

Provides operation during power outages to maintain traffic flow. Automatically resets to normal operation when power is restored. (see specific cycle info per model see below).

The built in battery back-up provides up to 900 full cycles (12 ft. arm).

Heavy Duty Drive System

Extra Large commercial grade #80 gearbox provides strong reliable operation.



Arm One



Arm Two



Arm Three



Arm Four

OPTIONAL EQUIPMENT

Articulating Arm

For operation in low headroom environments.

Clutch option

Allows arm to be manually pushed open. Arm automatically resets to normal closed position upon receiving activation. Ideal for areas that are concerned with vandals damaging arm.

ADDITIONAL FEATURES

Universal Controller With 8 Inputs

Right- Or Left-Handed Operation

Safety-stop Tailgate Feature

Anti-Tailgate Quick-Close Feature

SPECIFICATIONS

Operator Speed

2.5 seconds to open or close

Power

120V / 220V applications

Accessory Power

24VDC 500 MA
Battery Backup for
Accessory Power

Operator Weight (without arm)

MA - 89 lbs.
MAT - 113 lbs.

UL Listed

UL325 & UL991 - Class I, II, III, IV

Construction

Gear Reduction:
60:1 Reducer in synthetic oil bath
Motor:
1/2 HP Equivalent
Continuous-Duty 24VDC/
800 RPM

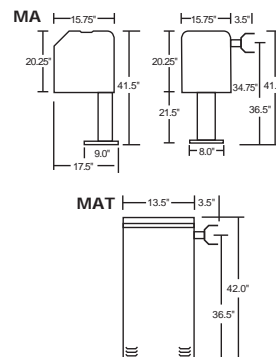
Chassis:

Powdercoated 1/4" Aluminum
Alloy

Cover:

MA - Plastic
MAT - Aluminum

Dimensions



RECOMMENDED CAPACITIES

HP*	MAX. GATE LENGTH (ft.)	CYCLES /DAY
1/2	12' & 15' aluminum arm 14' soft-padded arm	6,000

*equivalent 24VDC

2-YEAR WARRANTY

10-YEAR WARRANTY

Operator Frame

LiftMaster®

THE CHAMBERLAIN GROUP, INC.
845 Larch Avenue • Elmhurst, IL 60126

www.liftmaster.com



I.C./F.C.C. Certified





HANDS FREE SECURITY, LLC
 6063 Janes Ln
 Naples, FL 34109
 (239) 351-2871
 payables@handsfreellc.com

Estimate

ESTIMATE#	10691
DATE	09/08/2023
PO#	10691

CUSTOMER
Paseo CDD 11611 Paseo Grande Boulevard Fort Myers FL 33912 (239) 307-7020

SERVICE LOCATION
Paseo CDD 11611 Paseo Grande Boulevard Fort Myers FL 33912 (239) 307-7020

DESCRIPTION
Estimate request for 1 15ft LED barrier arm and new locks for barrier arms.

Mega arm			
Description	Qty	Rate	Total
Scope of Work The liftmaster towers are at the end of their life cycle. Sonner rather than later you will need to replace them. The liftmaster mega Arms have less issues then the mega towers do. This estimate is to replace the mega towers with the mega arms	0.00	0.00	0.00
Liftmaster Mega Arm MADCBB3 Liftmaster MEGA ARM Barrier Arm Operator	4.00	3,211.19	12,844.76

CUSTOMER MESSAGE

Estimate Total: \$12,844.76

The client is responsible for providing unmitigated access to the work area. This includes moving any furnishings, wall-hangings, or other items which could prevent Hands Free Security from carrying out the listed services. Client is responsible for all insurance of dwellings and service location for the entire time of work. The client will provide accessible electricity to all working areas including outdoor areas. This includes providing a live power outlet or generator within 150 feet of the working area. Sitework, including demolition or removal of debris, is not included in this contract. All areas of installation will be left in the condition found unless otherwise stated in writing by the Client. The client is responsible for providing any site plans or engineering drawings needed to complete this agreement. All obligations under this Section shall survive the termination of this Agreement for a period of five (5) years. Hands Free Security, LLC understands that, as an independent contractor, any personal injury or property damage suffered in the course of carrying out any duties under this Agreement will be Hands Free Security, LLC's responsibility. Hands Free Security, LLC shall comply with worker's compensation laws and shall provide a certificate of worker's compensation insurance, where applicable. Client agrees to indemnify and hold Hands Free Security, LLC harmless against all claims, demands, suits, liabilities, losses, damages, or injuries (collectively Liabilities) that arise out of Client's use of the Services, except to the extent such Liabilities result from the negligence or wrongdoing of Hands Free Security, LLC. Hands Free Security, LLC agrees to indemnify and hold Client harmless against all claims, demands, suits, liabilities, losses, damages, or injuries that arise out of the performance of this Agreement, except to the extent such Liabilities result from the negligence or wrongdoing of Client. In no event will either party be liable for any SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES. Hands Free Security, LLC, to the best of their knowledge has provided installation and quality parts for the overall best quality of the product. Furthermore, all parts will be warranted for a 12-month period after installation for any technical defects. All applicable goods and products installed will become the property of the client on the date of installation. All goods not paid in full and remaining with Client will be the property of Hands Free Security, LLC until payment has been made.

Payment Terms:

Payment on all invoices is due upon receipt. If not paid in 30 days a late fee of \$25 will be applied and will accrue at 1.5% every 30 days after. The client shall be responsible for all costs of collection, including responsible attorney's fees. Venue for any proceeding from the subject transaction shall be in Collier County, Florida.

This quote is valid for the next 30 days, after which values may be subject to change.

PRE-WORK SIGNATURE

Signed By:



New IQ, LLC
 28210 Old 41 Road
 Suite 305
 Bonita Springs, FL 34135
 239 919-5654

Estimate

Date	Estimate #
11/28/2023	8348

Name / Address
Paseo CDD C/O: Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Terms	P.O. #
Good for 30 Days	

Description	Qty	Cost	Total
<p>Customer Request: Please provide an estimate to replace our worn out MAT Barrier Arm Operators with (4) new MAT Barrier Arm Operators.</p> <p>Scope of Work: We will remove and set aside the (4) 17' Red to Green Barrier Arms and (2) EVAC Receivers. We will then label and disconnect the cables and remove and discard the (4) worn out MAT Operators. We will use the existing Master/Slave cabling to pull new Master/Slave cabling for the Exit Lane (the Entry Lane operators work independently). We will furnish and install (4) Liftmaster MAT Barrier Arm Operators on the existing concrete pad and connect the existing in-ground loops to (6) new Reno Loop Detectors. We will reinstall the (4) Red to Green Barrier Arms and both EVAC Receivers then reconnect the remaining cables. We will then thoroughly test all (4) operators.</p> <p>Please Note: We will assume to use the existing 120Vac electric for the equipment. If not, additional expenses will apply. We will assume to use the existing cabling for the equipment except where noted. If not, additional expenses may apply. We will assume to use the existing concrete mounting pads for the new operators. If not, additional expenses will apply. We will assume to reuse existing conduit that runs under roadway for new cabling. If not, New IQ can work with your vendor or contract one for you. Additional expenses may apply.</p> <p>Warranty Information: LiftMaster Mega-Arm Carries a 2 Year Commercial Manufacturers Limited Warranty. All other parts, labor and installation are warranted by New IQ for a period of 1 Year from installation date.</p> <p>Mega Arm Tower High Performance Barrier Gate Operator, w/850LM Receiver</p> <p>Loop Detector, Single Channel, Dual Relay, 12/24Vdc, or 24Vac</p> <p>Reno 11 Pin Relay Base</p> <p>18-6C "Burial" Stranded, OAS, PVC, Cable Run</p> <p>Installation Services - Install, Setup, and Configure all above items</p>			
	4	2,595.00	10,380.00
	6	135.00	810.00
	6	25.00	150.00
	1	225.00	225.00
	1	3,950.00	3,950.00

Subtotal
Sales Tax (0.0%)
Total

Customer Signature _____



New IQ, LLC
 28210 Old 41 Road
 Suite 305
 Bonita Springs, FL 34135
 239 919-5654

Estimate

Date	Estimate #
11/28/2023	8348

Name / Address
Paseo CDD C/O: Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Terms	P.O. #
Good for 30 Days	

Description	Qty	Cost	Total
Excluded: Any electrical outlets or extensions needed (not specified above) Non-standard cable runs, i.e. Runs requiring concrete boring (not specified above) Any required conduit, raceways, or underground locations (not specified above) Any Directional Boring or Jetting under roadway (if needed or required) Paver removal and reinstallation will be done by others Any equipment, devices, accessories, wiring, etc. not listed above Permits (if required)			

To approve this Estimate:
 Please sign, date, and return this copy to Service@new-iq.com. Once received we will send an Invoice. A 50% deposit of the total is required to order parts and materials. Final 50% is due upon completion of job. There is a 25% Restocking Fee for all Equipment and Materials canceled or returned after ordering.

Subtotal	\$15,515.00
Sales Tax (0.0%)	\$0.00
Total	\$15,515.00

Customer Signature _____



New IQ, LLC
 28210 Old 41 Road
 Suite 305
 Bonita Springs, FL 34135
 239 919-5654

Estimate

Date	Estimate #
11/28/2023	8349

Name / Address
Paseo CDD C/O: Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Terms	P.O. #
Good for 30 Days	

Description	Qty	Cost	Total
<p>Customer Request: Please provide an estimate to replace the (4) Red to Green Barrier Arms on the MAT Operators as quoted on Estimate 8348.</p> <p>Scope of Work: We will remove and discard (or leave on site as spares) the (4) 17' Red to Green Barrier Arms along with their Controllers and Counterweights. We will furnish and install (4) new 17' Red to Green Barrier Arms with new Controllers and Counterweights. We will then thoroughly test all (4) Operators.</p> <p>Please Note: We will assume to use the existing 120Vac electric for the equipment. If not, additional expenses will apply. We will assume that Estimate 8348 has been approved.</p> <p>Warranty Information: All parts, labor and installation are warranted by New IQ for a period of 1 Year from installation date.</p> <p>17' Red to Green LED Barrier Arm w/ Install Kit. (12V Pwr Sup, M/F Breakaway Conn & Seal Tight Conn.) 4 555.00 2,220.00 Counter Weight for 17' LED Arms (Fits both Red & Red to Green) 4 125.00 500.00 Installation Services - Install, Setup, and Configure all above items 1 250.00 250.00</p> <p>Excluded: Any electrical outlets or extensions needed (not specified above) Non-standard cable runs, i.e. Runs requiring concrete boring (not specified above) Any required conduit, raceways, or underground locations (not specified above) Any Directional Boring or Jetting under roadway (if needed or required) Paver removal and reinstallation will be done by others Any equipment, devices, accessories, wiring, etc. not listed above Permits (if required)</p>			

To approve this Estimate:
 Please sign, date, and return this copy to Service@new-iq.com. Once received we will send an Invoice. A 50% deposit of the total is required to order parts and materials. Final 50% is due upon completion of job. There is a 25% Restocking Fee for all Equipment and Materials canceled or returned after ordering.

Subtotal	\$2,970.00
Sales Tax (0.0%)	\$0.00
Total	\$2,970.00

Customer Signature _____

Tab 7

Apexx Access & Automation

Preventative Maintenance Plans



APEXX ACCESS

G A T E A C C E S S S Y S T E M S

Preventative Maintenance for Residential & Commercial Gate Access Systems

–Sliding Gates, Dual Sliding Gates, Swinging Gates, Dual Swing Gates & Barrier Arms–

Apexx Access & Automation offers several different preventative maintenance plans to maintain your gate access system or systems!

Welcome

Why Preventive Maintenance for Your Gate Access System?

- Automated gates are large, heavy, and can be dangerous to maintain. Like all mechanical systems, they need regular maintenance to ensure proper operation and prolong your investment's life.
- Regular inspections often catch problems while they are small. A major overhaul or having to replace major equipment can be very expensive.
- A gate failure never comes at a good time. Proper and regularly scheduled maintenance will help keep you from being caught stranded.



Ready, Set, Check.....

Apexx Access Multi-Point PMP Checklist (where applicable):

- Visually inspect the frame, rollers, belts, fasteners, brackets, and other gate hardware for proper alignment, proper tightness, and signs of damage, breakage, looseness, rust, or wear.
- Test and inspect entrapment protection devices, edge sensors, or photoelectric eyes.
- Check all sprockets and pulleys for alignment, tighten set screws as needed.
- Oil or Grease bearings or chain and lubricate all moving parts.
- Visually inspect all wiring for fraying or exposure.
- Test manual release and manual release operation.
- Check electrical connections for corrosion.
- Check the clutch and adjust as needed.
- Tighten hinges or rollers as needed.
- Check gear reducer oil level.
- Check for secure mounting.
- Remove debris of any kind.
- Anchoring of equipment.
- Load test the batteries.
- Inspect motor brushes.

Below are our All-Star Gold, Platinum & Diamond packages:

- ★ **Gold** – Annual (1x per year): \$150
- ★ **Platinum** – Bi-Annual (2x per year): \$125
- ★ **Diamond** – Quarterly (4x per year): \$100

Access Granted!

What's included in each package?

★*Gold*

- Multi-Point Inspection Checklist
- Parts will be replaced upon approval, only if they are worn.
- Parts will be replaced or ordered immediately, if completely broken.
- Before & after photos mailed upon completion of inspection.
- Copy of inspection report cards and/or letters mailed.
- 10% off parts replacement.

★*Platinum*

- Multi-Point Inspection Checklist
- Parts will be replaced upon approval, only if they are worn.
- Parts will be replaced or ordered immediately, if completely broken.
- Before & after photos mailed upon completion of inspection.
- Copy of inspection report cards and/or letters mailed.
- 15% off parts replacement.

★*Diamond*

- Multi-Point Inspection Checklist
- Parts will be replaced upon approval, only if they are worn.
- Parts will be replaced or ordered immediately, if completely broken.
- Before & after photos mailed upon completion of inspection.
- Copy of inspection report cards and/or letters mailed.
- 20% off parts replacement.



HANDS FREE SECURITY, LLC

6063 Janes Ln
 Naples, FL 34109
 (239) 351-2871
 payables@handsfreellc.com

Estimate

ESTIMATE#	10691
DATE	09/08/2023
PO#	10691

CUSTOMER
Paseo CDD 11611 Paseo Grande Boulevard Fort Myers FL 33912 (239) 307-7020

SERVICE LOCATION
Paseo CDD 11611 Paseo Grande Boulevard Fort Myers FL 33912 (239) 307-7020

DESCRIPTION
Estimate request for 1 15ft LED barrier arm and new locks for barrier arms.

PM

Description	Qty	Rate	Total
<p>PM - Annual Terms</p> <p>The term of this Agreement is for 365 days from the date of its execution or until the completion of the services described in any Preventative Maintenance Agreement, whichever is later. Hands Free Security, LLC will invoice Client for Services performed within 30 days of performance. Client will pay Hands Free Security, LLC as set forth in each Preventative Maintenance Agreement within 30 days of receipt and acceptance of such invoice. It is understood that payments to Hands Free Security, LLC for services rendered shall be made in full as agreed, without any deductions for taxes of any kind whatsoever, in conformity with Hands Free Security, LLC status as an independent contractor. Parts included in this agreement include belts, grease, connectors, wire, batteries, nuts, bolts, brass fittings, bushings, limit switches, vehicle sensors, motor brushes, desiccant packs, cleansers and other components as deemed, by the maintenance technician, appropriate and necessary for prolonged operation.</p> <p>Additionally, all maintenance agreement clients receive a 10% discount throughout the year on any repair parts or system upgrades not covered by this agreement. Major components such as motors, gear boxes, barrier arms, gates panels, operator frames, and electronics will be inspected and are eligible for the aforementioned discount under this agreement but, are not otherwise covered under this agreement. The labor rate for night and weekend emergency service calls will be the same as if it were a regular business hour service call. A 10% discount is applied to any database management. All regular maintenance will be performed during normal business hours. All installation work will be performed in compliance with Federal, State, and Local guidelines and regulations. Where applicable, all work performed under this agreement will be executed fully in compliance with applicable Building Regulations and the National Electric Code. If Hands Free Security discovers a need for additional time or materials once the work has commenced, Hands Free Security will seek written approval prior to continuing work. Where a Client requires deviation from such regulations, a written instruction and record will be required along with written approval from a governing authority. Hands Free Security, to the best of their knowledge has provided installation and quality parts for overall best quality of product. Furthermore, all labor will be warranted for a 12-month period after installation for any technical defects.</p>	1.00	1,440.00	1,440.00

Description	Qty	Rate	Total
<p>PM Conditions</p> <p>Client is responsible for providing unmitigated access to the maintenance area. This includes moving any furnishings, wall-hangings, or other items which could prevent Hands Free Security, LLC from carrying out the listed services. Client is responsible for all insurance of dwellings and service location for entire time of maintenance. Client will provide accessible electricity to all maintenance areas including outdoor areas. This includes proving a live power outlet or generator within 150 feet of the maintenance area. Site-work, including demolition or removal of debris, is not included in this contract. All areas other than the maintenance areas will be left in the condition found unless otherwise stated in writing by Client.</p> <p>The Services, as defined in each Statement of Work, shall be deemed accepted by Client upon completion of the following acceptance test: (a) immediately upon receipt of said Services, Client shall promptly, but in any event not more than 10 business days (?Acceptance Period?), perform testing of the Liable System to confirm that the Services were performed in accordance with the documentation or other standards applicable thereto as set forth in the applicable Statement of Work; (b) Within 2 business days following the end of the Acceptance Period, Client shall either provide Hands Free Security, LLC with written acceptance of the Services, or deliver to Hands Free Security, LLC a detailed written statement of nonconformities to be corrected prior to Client?s acceptance of the Services. Any such written statement of nonconformities shall provide sufficient detail to enable Hands Free Security, LLC to remedy the failure to conform to the completion criteria contained in the applicable Statement of Work. Unless otherwise agreed to in writing by the parties, Hands Free Security, LLC will redeliver corrected Service to Client within a reasonable amount of time after receipt of such statement of nonconformities. Following redelivery of corrected Services, a new acceptance test shall be immediately commenced by Client. If Client fails to provide a written acceptance or a written statement of nonconformities within two (2) business days following the last Acceptance Period, or such other mutually acceptable period, of initial receipt of said Services, this Preventative Maintenance Agreement shall be deemed immediately accepted by Client.</p>	1.00	0.00	0.00
<p>PM Disclaimer</p> <p>This Agreement sets forth the entire agreement between Client and Hands Free Security, LLC as to its subject matter. None of the terms of this Business Contract shall be amended except in writing signed by both parties. Client may terminate this Agreement or any Statement of Work without cause by giving 30 days notice to Hands Free Security, LLC in writing. If Client terminates this Agreement, Client?s only obligation shall be to pay Hands Free Security, LLC for the Services performed up to the date of termination, at the rate provided, for Time and Material-type Statements of Work, under the applicable Statements of Work. For Fixed Price type Statements of Work, Client shall be obligated to pay for all completed Services plus any work-in-progress up to the date of termination. Upon termination or expiration of this Agreement, Hands Free Security, LLC will assemble and turn over in an orderly fashion to authorized representatives of Client all documents, write-ups, notes, computer programs, and other material related to the Services. Client may terminate this Agreement immediately for cause and shall incur no liability for Services not satisfactorily performed. If either party breaches this Agreement, the other may terminate this Agreement if the breaching party does not cure the breach within thirty (30) days of written notice of same. Termination shall be without prejudice to any rights which may have been accrued to either party before termination. Neither Client nor Hands Free Security, LLC shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of Client or Hands Free Security, LLC. Hands Free Security, LLC has the right and authority to enter into and perform its obligations under this Agreement. Hands Free Security, LLC will perform all of its obligations under this Agreement in accordance with all applicable governmental laws, rules and regulations.</p>	0.00	0.00	0.00

Description	Qty	Rate	Total
<p>PM Liabilities Hands Free Security, LLC. will perform the following services at each maintenance inspection:</p> <ul style="list-style-type: none"> o Notify Client when maintenance has been scheduled. o Check satisfactory operation of all system components, recording any variations including: Visual inspection of the system, check bearings and motors for visual wear, lubricate as required to minimize overheating, check belts and chains (belts will be replaced if worn) and adjust limits for proper gate closure. Cleaning control components, inspect or repair electrical contacts, wires, and terminals, to insure proper electrical continuity. Check main power supply including charging rates (where applicable). Check battery power supply including charging rates (where applicable). Check and test safety controls (safety loops and photocells) to ensure immediate response to a mechanical malfunction. Check driveway sensors and safeties for correct sensitivity settings Check proper operation of telephone entry system and replace any burned out bulbs. Check BAI Bar-code reader for proper operation, cleanliness, and weatherproofing. Check interconnecting cabling. Check control equipment. Check all hinges and pinch points for proper lubrication. Check all cameras for proper operation and clear line of sight. Check DVR for proper operation and recording. o Log all results and the provide written (may be in electronic format) report that service was performed, and any discrepancies found. o Bring to the customer's attention any damage, failures, or items likely to cause a subsequent failure and, where appropriate, repair or replace any failed or deteriorating components covered under manufacturer warranty. o Recommend necessary system updates to bring property up to National Building Code Standards. o Agree to any variations from specification with the customer before leaving the site. 	1.00	0.00	0.00

CUSTOMER MESSAGE

Estimate Total: \$1,440.00

The client is responsible for providing unmitigated access to the work area. This includes moving any furnishings, wall-hangings, or other items which could prevent Hands Free Security from carrying out the listed services. Client is responsible for all insurance of dwellings and service location for the entire time of work. The client will provide accessible electricity to all working areas including outdoor areas. This includes providing a live power outlet or generator within 150 feet of the working area. Sitework, including demolition or removal of debris, is not included in this contract. All areas of installation will be left in the condition found unless otherwise stated in writing by the Client. The client is responsible for providing any site plans or engineering drawings needed to complete this agreement. All obligations under this Section shall survive the termination of this Agreement for a period of five (5) years. Hands Free Security, LLC understands that, as an independent contractor, any personal injury or property damage suffered in the course of carrying out any duties under this Agreement will be Hands Free Security, LLC's responsibility. Hands Free Security, LLC shall comply with worker's compensation laws and shall provide a certificate of worker's compensation insurance, where applicable. Client agrees to indemnify and hold Hands Free Security, LLC harmless against all claims, demands, suits, liabilities, losses, damages, or injuries (collectively Liabilities) that arise out of Client's use of the Services, except to the extent such Liabilities result from the negligence or wrongdoing of Hands Free Security, LLC. Hands Free Security, LLC agrees to indemnify and hold Client harmless against all claims, demands, suits, liabilities, losses, damages, or injuries that arise out of the performance of this Agreement, except to the extent such Liabilities result from the negligence or wrongdoing of Client. In no event will either party be liable for any SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES. Hands Free Security, LLC, to the best of their knowledge has provided installation and quality parts for the overall best quality of the product. Furthermore, all parts will be warranted for a 12-month period after installation for any technical defects. All applicable goods and products installed will become the property of the client on the date of installation. All goods not paid in full and remaining with Client will be the property of Hands Free Security, LLC until payment has been made.

Payment Terms:

Payment on all invoices is due upon receipt. If not paid in 30 days a late fee of \$25 will be applied and will accrue at 1.5% every 30 days after. The client shall be responsible for all costs of collection, including responsible attorney's fees. Venue for any proceeding from the subject transaction shall be in Collier County, Florida.

This quote is valid for the next 30 days, after which values may be subject to change.

PRE-WORK SIGNATURE

Signed By:



New IQ, LLC
 28210 Old 41 Road
 Suite 305
 Bonita Springs, FL 34135
 239 919-5654

Estimate

Date	Estimate #
11/28/2023	8350

Name / Address
Paseo CCD C/O: Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Terms	P.O. #
Good for 30 Days	

Description	Qty	Cost	Total
<p>Annual "Preventative" Gate System Maintenance Agreement for Paseo Community Development District's Gate Entrance.</p> <p>Preventative Maintenance of the Gate System will be \$1,420.00 per year, and will include all labor necessary to perform all checks for listed equipment below. Agreement start date is (TBD) and billed annually. Agreement will automatically renew each year, unless either party cancels in writing 30 days prior to the anniversary date (TBD) of each year. Annual maintenance will consist of (6) scheduled visits (approximately every 60 days), and be done during normal business hours; which are Monday - Friday 8:00am to 5:00pm, excluding holidays. Service calls outside of normal business hours will have an Emergency Call of \$125, plus 1 Hour minimum (at the after hours rate) of \$175 per hour, then billed in 10ths of an hour thereafter. PLEASE NOTE: After Hours "Emergency Service" is based on availability only.</p> <p>Scope of Services: All systems under this agreement will be inspected, tested, and verified every 60 Days. All maintenance will be performed per factory specifications (for each device), to ensure the equipment is in good working order.</p> <p>We will inspect the entire Gate System and it's peripherals; including loops, detectors, safety sensors, and the Tele-Entry system. Also check all enclosures, conduit, and J-Boxes for leaks or insect issues, along with all wiring connections for loose, corroded, or bad connections. Then check all operational electronics, motors, power sources, belts, chains, pulleys, etc., then grease or lubricate all required or necessary components.</p> <p>Please Note: The technician (with pre-approved \$\$ amount by customer), can replace parts up to that amount without additional Labor charges while performing regular scheduled maintenance service. If desired, please write in "Not to Exceed" amount here. _____</p> <p>Disclaimer: * New IQ shall not accept responsibility for any gate closures on vehicles or pedestrians. * New IQ shall not accept responsibility for denied or delayed access for any emergency vehicles. Including but not limited to Fire, Sheriff, Police, or EMS. It is the owner's responsibility to open the gate in the event of any emergency or emergency vehicle requiring access. * All electrical power, broad band, or telephone services, etc., are not included and provided by others.</p>			

Subtotal
Sales Tax (6.5%)
Total

Customer Signature _____



New IQ, LLC
 28210 Old 41 Road
 Suite 305
 Bonita Springs, FL 34135
 239 919-5654

Estimate

Date	Estimate #
11/28/2023	8350

Name / Address
Paseo CCD C/O: Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa, FL 33614

Terms	P.O. #
Good for 30 Days	

Description	Qty	Cost	Total
Equipment List for the Main Gate System (Entry & Exit): (1) Gatehouse Solutions Entry System - Proprietary Equipment NOT INCLUDED (1) TransCore RFID Reader - Resident Entry (4) Liftmaster MAT Barrier Arm Operators - Resident Entry, Visitor Entry & Master/Slave Exit (6) Loop Detectors - (4) Safety/Close & (2) Free Exit (2) EVAC - Emergency Vehicle Access Receiver The annual maintenance will include... <ul style="list-style-type: none"> • Four (4) business hour response time. (Does not mean problem fixed within 4 hours) • Bi-Monthly (every 60 Days) - cleaning, adjustments, tests and safety checks of all gate system equipment • Battery backup tests, belt and pulley checks, and adjustments to open and close limits • All labor associated with the general Bi-Monthly maintenance The annual maintenance does "not" include... <ul style="list-style-type: none"> • Parts of any kind or labor to install them • Systems or equipment not listed above • Damage caused by acts of God (i.e. Lightning, Hurricane, Flood, etc.), or FPL power surges • Damage or failures caused by Vandalism or Negligence (i.e. Vehicle hitting gates, people damage through negligence, etc.) • Actual Gate Frame/Leaf, hinges, posts, and/or pedestals Annual "Preventative" Maintenance Agreement Services - For Equipment Listed Above	1	1,420.00	1,420.00

To approve this Estimate:
 Please sign, date, and return this copy to Service@new-iq.com. Once received we will send an Invoice. A 50% deposit of the total is required to order parts and materials. Final 50% is due upon completion of job. There is a 25% Restocking Fee for all Equipment and Materials canceled or returned after ordering.

Subtotal	\$1,420.00
Sales Tax (6.5%)	\$0.00
Total	\$1,420.00

Customer Signature _____

Tab 8

Premier Pressure Cleaning LLC

PO Box 7222
 Ft. Myers, FL 33919
 (239) 410-2923

PROPOSAL

Date	Proposal #
1/18/2024	4198

To:
Paseo c/o Rizzetta & Co, Inc. 9530 Marketplace Road #206 Ft. Myers, FL 33912

Qty	Description	Cost	Total
	Pressure Clean all High Curbs V Gutters, Island Curbs in the Following Areas: All Completed Home Site Areas Paseo Grand Blvd from Penzance Blvd, Tulio Way, Herminia St, Delicia St, Bibiana Way, Alegria St, Izarra Way, Melosia St, Nalda St, Oliveria St, Javiera Way, All the Single Family Home Areas, Rosalinda Ct, Felisa Ct, Provencia Ct, Mercado Ct, Sarita Ct, Excluding Alleyways Pressure Clean all Sidewalks, Monuments, Signs in the Following Areas: Guard Gate Sidewalk from Penzance Blvd to Herminia St. Sidewalk on Herminia St Going Left to Tulio Way and Right to Palba Way From the Guard Gate Blvd Paseo Grande Blvd Both Left and Right Sides To the Clubhouse, Including all 4 Gazebos, and the Sidewalks on the North Side of Herminia St Sidewalks on Bibiana Way From Esperanza St to Paseo Grande Blvd Including the Short Sidewalk Down on the Corner of Bibiana Way Sidewalks on Javiera Way from Nalda St to Paseo Grande Blvd Sidewalks on Mercado Ct, Sarita Ct, Provencia Ct,	15,787.50	15,787.50

Signature _____

Date _____

Total

Premier Pressure Cleaning LLC

PO Box 7222
 Ft. Myers, FL 33919
 (239) 410-2923

PROPOSAL

Date	Proposal #
1/18/2024	4198

To:
Paseo c/o Rizzetta & Co, Inc. 9530 Marketplace Road #206 Ft. Myers, FL 33912

Qty	Description	Cost	Total
	Rosalinda Ct (Passing Over the Driveways) Sidewalks on Paseo Dr - Both Sides at the Beginning and Left Side After Bridge Stopping at Hidalgo Ct Sidewalks on Adelio Ln, Dario Way, Adora Ct, Esteban Dr, Left and About 13 Lots Going Right Monuments and Signs at Entrances of Esperanza, Rosalinda Ct, Provencia Ct, Mercado Ct, Sarita Ct		
	Pressure Clean Sidewalks & Street Gutters: Esteban, Macario, Hidalgo, Falisto, Renata, Paseo Dr	3,533.43	3,533.43
	Pressure Clean High Curbs, V Gutters, Island Curbs in the Following Areas: All New Multi Family Completed Home Site Areas in the Complete Community Excluding the Following Areas: North End of Paseo Dr Stopping Before Hidalgo Ct, Going Right on Esteban Stopping After 1 Lot	2,721.87	2,721.87
	Pressure Clean Previously Excluded Areas: High Curbs, V Gutters, and Curb Cut Outs (parking areas)	1,200.00	1,200.00
	All Pressure Cleaned Areas Rinsed Clean at Completion of Work.		

Signature _____ Date _____

Total	\$23,242.80
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Premier Pressure Cleaning LLC

PO Box 7222
Ft. Myers, FL 33919
(239) 410-2923

PROPOSAL

Date	Proposal #
2/6/2024	4201

To:
Paseo c/o Rizzetta & Co, Inc. 9530 Marketplace Road #206 Ft. Myers, FL 33912

Qty	Description	Cost	Total
	Pressure Clean Guardhouse Roof	400.00	400.00

Signature _____ Date _____

Total	\$400.00
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Accept

Decline

Date: Jan 25, 2024
No. 7589

Estimate

ProClean

Nathaniel Knebl
(727) 295-9115 Office
nate@procleaneverything.com



Presented To:

Paseo (Fort Myers)
Keri Hardwick
11611 Paseo Grande Boulevard
Fort Myers, FL 33912
239-936-0913 Ext. 0299 Business
khardwick@rizzetta.com

Date of Est.	Description of Service	Amount
Jan 25, 2024	(Paseo CDD Highlighted) Sidewalks/ Walkways Surface Cleaning & Algaecide Treatment	\$19,750.00
	(Paseo CDD Highlighted) Community Street Gutter/Curbing Surface Cleaning & Algaecide Treatment	\$7,575.00
	Entry Guard House Roof Soft-Wash (Preventative Algaecide Treatment Method)	

Total

Thank you for allowing us the opportunity to present our service to you!

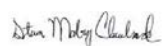
Insurance Binder

This Binder is a temporary insurance contract and is subject to the conditions shown below.	
Producer: Angel Castro angel@sfcins.com A CASTRO & ASSOCIATES INC DBA SOUTH FL COMMERCIAL INS PLANNERS 8181 NW 154 St, STE 270 Miami Lakes, FL 33016	Insurer: Accredited Surety and Casualty Company, Inc. P.O. Box 140855 Orlando, Florida, 32814-0855 NAIC#: 26379
Binder Number:	WCSB-035571-00
Operations to which this confirmation applies:	Janitorial services by contractors--no window cleaning above ground level & drivers (9014)
Named Insured(s):	PROCLEAN HOMES LLC
Insured Mailing Address:	12211 PARK BOULEVARD NORTH, SEMINOLE, FL 34285
Effective Date:	May 10, 2023
Expiration Date:	May 10, 2024
Coverage:	Workers' Compensation and Employers' Liability

Limits of Insurance	
BODILY INJURY BY ACCIDENT (each accident):	\$1,000,000
BODILY INJURY BY DISEASE (policy limit):	\$1,000,000
BODILY INJURY BY DISEASE (each employee):	\$1,000,000

This Binder binds the insurance stipulated above. The insurance is subject to the terms and conditions of the policy in current use by the Carrier. The insured may cancel the Binder by a written notice to the Carrier stating the cancellation date. The carrier may cancel the Binder in accordance with the policy conditions. Classifications utilized for the policy and its premium determinator are subject to underwriting review.

AERO Insurance

Authorized Representative:	Steven Mabry Cleveland
Date Issued:	May 9, 2023
Authorized Representative Signature:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED PROCLEAN HOMES LLC 12211 Park Blvd SEMINOLE, FL 33712	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	P102.081.659.1	08/14/2023	08/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Disclaimer

***RESULTS MAY VARY. THE TIME PERIOD OF GRADUAL REMOVAL OF BIOLOGICAL GROWTH, MOLD, FUNGUS, ALGAE, MOSS, BLACK STAINS AND BLACK STREAKS FROM THE ROOF SURFACE IS DETERMINED BY THE AMOUNT OF RAINFALL THAT FALLS ON THE ROOF. NOTICEABLE RESULTS TYPICALLY TAKE 3 TO 12 MONTHS TO APPEAR. PROCLEAN HOMES CANNOT GUARANTEE COMPLETE REMOVAL OF MOSS, FUNGUS, ALGAE, BLACK STAINS, BLACK STREAKS OR ANY OTHER BIOLOGICAL GROWTH FROM YOUR ROOF. PROCLEAN HOMES RESERVES THE RIGHT TO CHOOSE WHETHER TO REAPPLY ROOF CLEANER OR ISSUE A REFUND WITHIN TWO YEARS OF THE INITIAL CLEANER APPLICATION. IF YOUR ROOF IS AGED OR BEYOND SALVAGING FOR AN EFFECTIVE TREATMENT, OUR SERVICE MIGHT NOT BE THE RIGHT SOLUTION AND YOUR ROOF MIGHT NEED REPLACED. BALANCE IS DUE IN FULL AND MUST BE RECEIVED IN OUR OFFICE WITHIN 10 DAYS OF THE DATE OF INITIAL CLEANER APPLICATION.

EFFECTIVE: JULY 30, 2015

FREQUENTLY ASKED QUESTIONS

Do I need to be home? No, but please do complete our preparation instructions prior to 8 AM on your scheduled wash day. (Our technicians generally complete work between 8 AM and 4 PM and your schedule may vary.) Preparation instructions are provided in your email.

What is your scope of work? In general, we are hired to wash the exterior siding. Unless specifically stated, we will not be washing screened porches, patios, decks, stoops/ steps, fences, driveways, or sidewalks. For screen porches, we will only clean the exterior painted/vinyl surfaces if there are not any sensitive contents inside. The process removes mildew, algae, pollen, cobwebs, and loose dirt from the surfaces included in the contracted scope of work. If your HOA does not cover pressure washing these items, you can always request a quote from us directly.

Why do I need to clear my deck / porch / patio if you are only pressure washing the building facades? Sensitive items such as potted plants, cloth cushions, decorations, and electronics need to be removed from outside the home in order for the buildings to get cleaned. Overspray of the cleaning solution, access for our technicians, safe working conditions, and maneuvering high pressure hose are all reasons why those items need to be removed from around the area where the work will be completed.

Will this process damage my home? No. We use a low pressure process. We do have some disclaimers, especially for areas that are damaged prior to our arrival. Please read them thoroughly.

I have electronic items I can't bring inside (electronic locks, security cameras, doorbell cameras, etc.) What is the best practice? We advise two things: place a ziploc bag over the item and use painters tape to secure it. This both protects your item and alerts us to use extra caution in that area. Secondly, if you are concerned we won't see the item, you can contact us with your address and date of service and advise us to avoid it. We will take special care to alert our technicians.

What about my plants? Plants can be sensitive to pressure washing, especially if they're new or if we're experiencing hot or dry weather. We ask you to remove potted plants. For other plants, we avoid getting our solution onto them as much as possible and if they appear sensitive, we can spray them with fresh water before and after the pressure washing in order to help shield them. You may notice some wilting or signs of stress, but they will generally bounce back as long as they receive proper care in the days after the wash. Our technicians are trained to take special care with your property and the combination of our caution and your preparation will ensure the best possible results.

Why do I need to clear my items off of areas that aren't being washed (i.e. front or back porches in communities where that isn't included in the scope of work)? We care about keeping your items safe. When we wash your siding, our detergents may drip or splash anything under it - including items on your patio. When residents clear items in advance, it helps us ensure we don't damage your items inadvertently and it's always our goal to take care of the community to the best of our ability.

My locks are sticking a bit since the pressure washing... What can I do? Sometimes, despite our efforts to prevent this, a bit of water intrudes into the lock and flushes out the lubricant that keeps your lock working smoothly. Any penetrating oil or lubricant (WD-40, etc.) should resolve that quickly. If you continue to have issues, please let us know.

Can you effectively clean my home without extension poles or ladders? Yes. Actually, we use the ideal process for the best results. We use an industry standard soft wash process to remove mildew, algae, pollen, cobwebs, and loose dirt from the painted surfaces and vinyl. That process uses detergent and water volume to clean instead of water pressure. We are using the pressure washer machine in that scenario simply as a means of applying the detergent solution and then rinsing it off. We are certified by the PWNA to complete this process. High pressure cleaning techniques can be potentially damaging to the substrates we are cleaning and could even void some siding manufacturer warranties.

Still have questions? We are happy to help! Simply contact us and we will be in touch quickly!

DISCLAIMERS

Unless otherwise specified, our wash process will not remove rust stains, efflorescence, calcium/lime build up, graffiti, vinyl oxidation, artillery fungus, or tar/asphalt stains on gutter faces and other surfaces. (We do have the expertise to treat these separate situations - please ask for a quote!)

Cracked, faded, peeling paint, loose masonry, and/or rotten wood may be exposed during the wash process but is not caused by the work we complete.

We complete our work under the following assumptions:

Windows and doors are securely sealed and closed.

Double pane windows have intact thermal seals.

Electrical outlets and fixtures are wired to code, grounded properly, and GFCI protected.

Paint does not contain any organic dyes that will react to the sodium hypochlorite in our mildewcide solution.

ProClean cannot be held responsible for damages, labor, or material costs for rectifying any of the above situations. We are not responsible for damage to any personal belongings not properly removed prior to the service date or for any damage that is incurred due to water/detergent intrusion into the home.

If you have concerns about your home and wish to advise us to skip your unit due to broken windows or other issues, please contact us right away. Thank you!

Here at ProClean, we want all our clients to understand our service expectations. We feel it is important to be fully informed on the services and our expectations. Please fully review and let us know if you have any questions or concerns about any information contained in our agreement. We will require you to verify that you read and understand the terms and conditions agreement before we commence any work.

Acceptance to Terms

By accepting an estimate, the client agrees to all the terms and conditions in this agreement.

You authorize ProClean to do the work as specified on the estimate. You release our company from property damage unless negligence or willful misconducts cause it. ProClean is not responsible for damage to loose siding, paint, wood, trim or windows that was previously noted as damage or found during the pre-inspection walk through.

Description of Binding Agreement

These terms and conditions serve as a binding agreement between the property owner, hereby identified as "client" and ProClean and its owners, employees, and subcontractors, hereby identified as "company," for the execution or services in exchange for payment for residential or commercial exterior cleaning services to include pressure washing and non-pressure washing.

The services that ProClean provides to you are subject to the following terms and we reserve the right to update the terms and conditions any time without notice to you. You can review the Terms and conditions by clicking **on the Terms and conditions links via our website**, email communications or any other communications such as estimate or invoice links.

Authorizations:

Client agrees to allow company on the property for the purposes of completing cleaning services requested. Client understands that the cleaning service will be completed in the timeframe given during the estimate. Due to unforeseen circumstances such as bad weather, the cleaning service may need to be moved to the next available business day. Client understands that the company will do their best to accommodate for a quick reschedule but must work around other scheduled clients and weather. Company also has the permission to visit the property with little or no notice to assess service needs prior to the date of service, as well as to check completion after services have been rendered.

Client agrees to allow the company to utilize their residential water source via outdoor spigot, which will be turned on and easily accessible on the date of service. If on well water, or if in an area with low water pressure or volume, the client agrees to inform the company and will avoid using any water during the cleaning service. If a client's water source is not sufficient for cleaning service, they must inform the company so they can adequately prepare to bring water with them to cover required flow. There are additional fees for the company to bring water to complete the cleaning service due to the extra required equipment to transport and feed the water from our tanks. This fee is assessed based on factors such as location and amount required. ProClean does not hook up to the homeowner's power as our equipment is powered by our own systems or runs on gas. We only hookup to your home's spigot for water and the only item to be touched by the crew members. Crew members are to inspect any spigot before cleaning to ensure there is no damage to the area and inspection after. Per their required training, they must take before and after photos. Hogwash Cleaning Solutions will not be held accountable for previously damaged spigots. Clients will be informed of any previously noted damage. ProClean will not be held accountable for any issues within or outside the home that are not related to the cleaning service. We CANNOT complete any washing service at your property if you have construction or home projects going on. My crews CANNOT work around construction. If you plan on doing construction on areas you are looking to have cleaned, please do not schedule a washing service around it. If we arrive at property and construction is in the works, we will assess a cancellation fee of \$50.

Risks and Releases of Liability Acknowledgement

ProClean technicians are well trained in the equipment used in the cleaning industry and take extreme precautions in making sure the company does not cause harm to your investment. ProClean uses safe techniques with the use of low pressure on delicate surfaces such as siding. However, damage can still occur to any delicate surface due to poor maintenance, neglect to the property and or low-grade building materials. Routine maintenance per manufacturer's recommendations on the home's surfaces, should be implemented by homeowners to avoid any potential defects. Prior to washing the home any areas of concern

need to be addressed by the homeowner to insure a watertight seal. This will prevent damage from occurring. The homeowner assumes all the risks and takes responsibility for any damage that occurs due to improper maintenance.

If the homeowner is unavailable at time of completion, the office manager will notify the client of any damage before work along with supporting documentation. If any new damage is found during the cleaning process, the company will cease all cleaning efforts until the client can see the damage and acknowledge its existence.

Client understands that the company has set procedures to ensure plant life around the area of cleaning is protected. Client understands that their wash could be scheduled during midday sun and there could be potential for leaf burn as water can get on and around the plant during the cleaning process. If any issues arise with plant life around the area of cleaning, the company will evaluate to see if plant life suffered from leaf burn and will recover or if it has been killed.

Company will then determine a plan of action after evaluation of plant life.

House wash acknowledgement

YOU MUST have a water spigot available or other arrangement available such as water being brought to site for us to complete services. There is an additional cost for us to transport water to the site. WE CANNOT hook up to a water faucet, it must be a direct line.

Client understands that any blemish or flaw or any existing oxidation will be more noticeable after cleaning. Vinyl sided homes that have not been maintained or have contact sun exposure will be susceptible to oxidation. Signs of oxidation are as follows: chalky white powder on siding and the clear luster removed. Please understand if your home suffers from oxidation, you may see this difference after a cleaning. When a home is covered with debris, those blemishes may not stand out as much as it would be after it has been cleaned. Most of the time those issues are pointed out to the client during estimate inspection or during the cleaning process. Client understands that company may not find every flaw and is not reliable if it is more noticeable after wash unless it is found to be of negligence on company end. Client understands that we require that all outside electrical outlets and fixtures are shut off before arrival to complete washing service as an additional precaution. Client also understands if we do a site unseen estimate based on provided photos or use of Eagle view software, google maps or other local listed information, that we will not be able to note any flaws in exterior surfaces. If we do a site unseen estimate, the client understands we are not reliable for any unacknowledged flaw and will do our best to point this out at the date of cleaning. Client also understands that our cleaning solution is specifically designed for our cleaning services and it will not cause any discoloration or damage to the siding. Client understands that if their home is severely covered in grime that they could potentially have issues with weep holes. If you notice a faint rusty color on your siding, there is no need for alarm. If you have vinyl siding, you have something called weep holes. These holes are made by the manufactures to allow ventilation and allow any condensation to drain out. With that said, these holes make a nice little home for bugs. Debris and dirt get up inside the holes and behind the siding. When we do the wash, our solution pulls the dirt and debris, sometimes left-over water and bug juices drain from these holes after we complete the wash as it goes through the drying process. The rust color/ light faint colors you see are bug feces, debris, mold etc. We see this occur on sections of siding that had the

heaviest buildup. This will come off with the morning dew, garden hose or rain. It is not a stain and it is not permanent. Typically, anyone that calls regarding this usually sees a huge difference after the morning dew. If the weep hole runs are heavy, we will return to do a full rinse down after a visual inspection.

Client understands that during the house wash service they will receive a basic window cleaning. This is different from windows being done with a purified water-fed pole system. A basic window wash will get debris off windows, but you could be left with water spots. If you are looking for a squeaky-clean shine on windows, you will want to get the added window cleaning service which is completed with a purified water-fed pole system. All water is run through a filter to ensure nothing remains in the water that could leave water spots or streaks. We recommend removing your screens to allow any debris between the window and screen to be rinsed away in a house wash. If you are getting your windows cleaned with our purified water-fed pole system, the client understands they should remove screens before work. If screens are not removed, the company will not remove them unless a responsibility of consent form is signed. Screens are delicate and if they are brittle, they can break. Company does not remove screens due to this unless the client understands the risk of this and signs a consent form stating the company will not be held liable for worn and brittle screens.

Roof wash acknowledgement

YOU MUST have a water spigot available or other arrangement available such as water being brought to site for us to complete services. There is an additional cost for us to transport water to the site. WE CANNOT hook up to a water faucet, it must be a direct line.

When the company completes a roof wash service, the client understands that all roofs react to our solution differently and results will vary. Our solution is guaranteed to completely kill any damaging growths such as algae, moss, or lichen. Client understands that the roof will show results of a cleaning but in some instances, it may take more time to completely remove the dead growths. This happens due to many factors such as age of roof, type of shingle, location, and the amount of buildup. Client understands that we do not pull or force growths off from roof material as it could cause damage. If a client is insistent on having moss heads forcibly pulled from the roof, they must sign a waiver stating they release all liability to ProClean for any damage and that they void the soft wash method. Client understands that this could also void their warranty with the roofing manufacturer. Therefore, we do not use any other method than soft washing when washing roofs. Client understands that roofs over time have granular loss which is normal breakdown. Granular loss occurs more when it is infected with organic matter which diminishes roof life faster. Client understands that moss and lichen eat through the roofing material faster than algae and there is potential for more significant granular loss in those areas. Client understands that after a roof cleaning, you may see these areas of granular loss clearer than before because there is no longer organic matter hiding it. There is nothing you can do to avoid granular loss after an infection other than monitor the life of the shingle. Client also understands that our cleaning solution is specifically designed for our cleaning services and it will not cause any discoloration or damage to the roof.

Touch Ups on roofs:

Client understands that the company may have to return to complete touch ups. It is understood that there is potential to have some light brown areas that remain after treatment on heavy patches of algae. These light brown areas are dead algae which before treatment were black streaks. If this occurs, the client understands it will take some time for the remaining dead algae to come off with assistance of natural elements such as sun exposure and rain. We request clients wait 6 to 8 weeks for the brown areas to fade. If after 6 to 8 weeks, the brown areas remain, we request you contact us immediately so we can physically view the area to appropriately determine the next step. If the roof has moss or lichen growth it will take some time for those to completely fall off. Since we do not use high pressure, we let our solution do the work. If the growth is deep into the shingle it will take time for it to remove. Those growths will turn white when treated with our solution. The client understands that the growths will dry out and fall off as the natural elements such as wind and rain assist with the removal process. If after 6 to 8 weeks, the growth remains, we request that the client reaches out to the company. We will then do an onsite assessment to determine the next step.

Touch ups are determined after a 6-8-week mark which allows the proper time to determine if a reapplication of solution is necessary to completely remove the organic matter. Touch ups are not charged to the client if it has been determined that a second reapplication of solution is necessary for proper treatment on initial quote.

On the Day of Service:

Please have a water spigot activated and accessible. Your water must have a steady pressure of 40 PSI. We cannot connect to a water faucet; it must be a direct line for optimal pressure.

Please have all windows and doors shut tightly

Please ensure you shut off all outside electrical outlets and fixtures at the breaker box prior to arrival.

Please have screens removed for better rinsing between windows if you have heavy debris between window and screen, must remove if you are having windows cleaned specifically.

Please have all pet's inside before and during cleaning.

Please clear the work areas of all items and remove all sensitive materials from the areas being washed such as flags, doormats, and vehicles

Please avoid using water during cleaning service to ensure no loss of pressure or volume.

While the company has implemented procedures and processes to cover electrical outlets, we suggest the client shut off power to all exterior outlets that are not covered with exterior covers.

The company will clean windows, but it is upon the clients to remove any window screens as they can be delicate and brittle. Removing window screens will allow the company to thoroughly clean window sills and leave the windows streak-free.

If water intrusion occurs, the company will not be held responsible. We make every effort to prevent this but due to unavoidable issues such as bad seals around windows and doors and cracks in concrete foundations.

Notify the company if there are any surfaces on or near the home that cannot have any form of our cleaning solution on them. If we are failed to be notified of this, the company is not responsible for any ill effect on any surfaces.

The Company is not responsible for the rare “fogging” effect that happens to multi pane windows with bad seals.

This agreement to provide services is in no way a guarantee that stains will be removed completely. The Company does strive for 100% customer satisfaction, and will work with homeowners when this does not occur.

Tab 9

PROPERTY DESCRIPTION

A PARCEL OF LAND LYING IN TRACT E1, PASEO PHASE I, AS RECORDED IN INSTRUMENT NUMBER 2006000162884, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 72, PASEO PHASE I, AS RECORDED IN INSTRUMENT NUMBER 2006000162884, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 72 FOR THE FOLLOWING TWO (2) COURSES AND DISTANCES; (1) THENCE NORTH 53°49'50" EAST, FOR 46.01 FEET; (2) THENCE NORTH 24°37'42" EAST, FOR 74.15 FEET; THENCE DEPARTING SAID EAST BOUNDARY SOUTH 65°22'18" EAST, FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE NORTH 24°37'42" EAST, FOR 98.68 FEET TO A POINT ON A CURVE; THENCE EASTERLY 25.22 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 457.00 FEET THROUGH A CENTRAL ANGLE OF 03°09'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 86°37'55" EAST FOR 25.22 FEET; THENCE SOUTH 88°12'47" EAST, FOR 106.17 FEET; THENCE SOUTH 01°13'25" EAST, FOR 60.37 FEET; THENCE NORTH 88°34'37" EAST, FOR 35.60 FEET; THENCE SOUTH 00°22'14" EAST, FOR 18.62 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF PASEO GRANDE BOULEVARD AND A POINT ON A CURVE; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY 142.17 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 271.00 FEET THROUGH A CENTRAL ANGLE OF 30°03'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 70°00'07" WEST FOR 140.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 33°50'34" WEST, FOR 40.41 FEET; THENCE NORTH 00°27'36" WEST, FOR 7.69 FEET; THENCE SOUTH 89°59'09" WEST, FOR 54.78 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 16,182 SQUARE FEET, MORE OR LESS.


NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE EAST BOUNDARY OF LOT 72, PASEO PHASE I, AS RECORDED IN INSTRUMENT NUMBER 2006000162884, LEE COUNTY, FLORIDA, FLORIDA AS BEING NORTH 53°49'50" EAST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT VALID WITHOUT SHEETS 1-2 OF 2

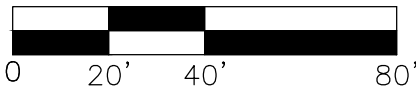
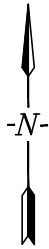
DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	PASEODD
SCALE:	N/A
DATE:	24 JANUARY 2024
FILE:	23-244-LOT SPLIT
SHEET:	1 of 2

NOT A SURVEY

 <p>GradyMinor</p> <p>Civil Engineers • Land Surveyors • Planners • Landscape Architects</p> <p>Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151</p> <p>Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380</p>	<p>Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p>Business LC 26000266</p>	<p>SKETCH AND DESCRIPTION</p> <p>A PORTION OF TRACT E1 PASEO, PHASE I INSTRUMENT #2006000162884 LYING IN SECTION 9, TOWNSHIP 45 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA</p>	<p>DATE SIGNED</p> <p>_____ DONALD L. SAINTENOY III, P.S.M. FL LICENSE #6761 FOR THE FIRM</p>
	<p>*NOT A SURVEY*</p>		

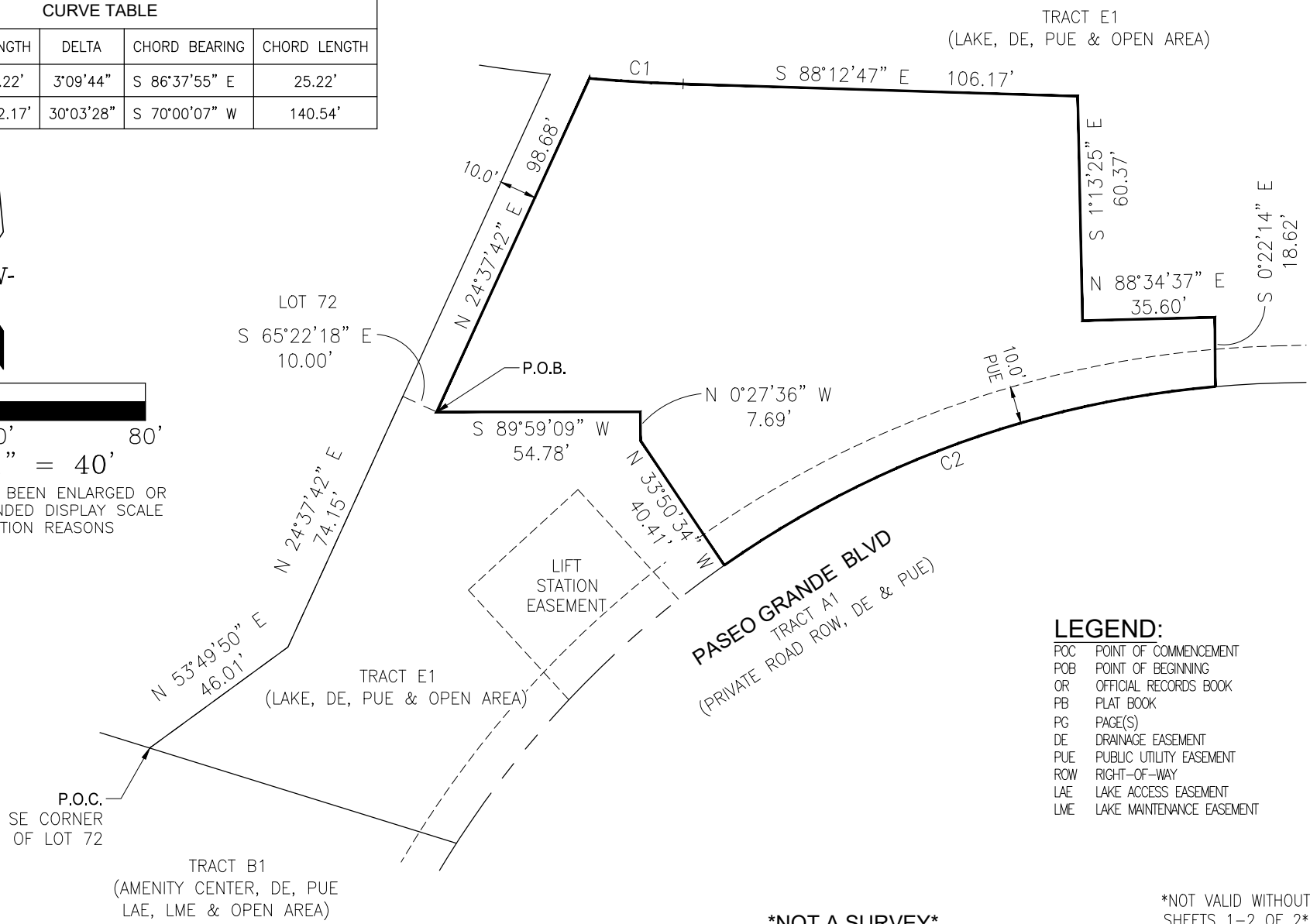
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CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	457.00'	25.22'	3°09'44"	S 86°37'55" E	25.22'
C2	271.00'	142.17'	30°03'28"	S 70°00'07" W	140.54'



SCALE: 1" = 40'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS



LEGEND:

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- OR OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE(S)
- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- LAE LAKE ACCESS EASEMENT
- LME LAKE MAINTENANCE EASEMENT

NOT A SURVEY

NOT VALID WITHOUT SHEETS 1-2 OF 2



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SKETCH AND DESCRIPTION

A PORTION OF TRACT E1
 PASEO, PHASE I
 INSTRUMENT #2006000162884
 LYING IN
 SECTION 9, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA

DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	PASEODD
SCALE:	1" = 40'
DATE:	24 JANUARY 2024
FILE:	23-244-LOT SPLIT
SHEET:	2 of 2

PROPERTY DESCRIPTION

A PARCEL OF LAND LYING IN TRACT E1, PASEO PHASE I, AS RECORDED IN INSTRUMENT NUMBER 2006000162884, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 72, PASEO PHASE I, AS RECORDED IN INSTRUMENT NUMBER 2006000162884, LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT E1 FOR THE FOLLOWING TWENTY THREE (23) COURSES AND DISTANCES;

(1) NORTH 53°49'50" EAST, FOR 46.01 FEET; (2) THENCE NORTH 24°37'42" EAST, FOR 169.40 FEET TO A POINT ON A CURVE; (3) THENCE WESTERLY 146.39 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 457.00 FEET THROUGH A CENTRAL ANGLE OF 18°21'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 74°32'55" WEST FOR 145.77 FEET; (4) THENCE NORTH 65°22'18" WEST, FOR 196.17 FEET TO A POINT ON A CURVE; (5) THENCE WESTERLY 455.91 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 362.00 FEET THROUGH A CENTRAL ANGLE OF 72°09'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 78°32'55" WEST FOR 426.37 FEET TO A POINT OF REVERSE CURVATURE; (6) THENCE SOUTHWESTERLY 111.39 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 258.00 FEET THROUGH A CENTRAL ANGLE OF 24°44'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 54°50'16" WEST FOR 110.53 FEET; (7) THENCE SOUTH 67°12'24" WEST, FOR 111.82 FEET TO A POINT OF CURVATURE; (8) THENCE SOUTHWESTERLY 372.17 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 292.00 FEET THROUGH A CENTRAL ANGLE OF 73°01'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 30°41'36" WEST FOR 347.48 FEET; (9) THENCE SOUTH 84°10'49" WEST, FOR 13.00 FEET TO A POINT ON A CURVE; (10) THENCE NORTHEASTERLY 388.74 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 305.00 FEET THROUGH A CENTRAL ANGLE OF 73°01'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 30°41'36" EAST FOR 362.95 FEET; (11) THENCE NORTH 67°12'24" EAST, FOR 96.83 FEET TO A POINT ON A CURVE; (12) THENCE NORTHEASTERLY 93.78 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET THROUGH A CENTRAL ANGLE OF 24°25'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 54°59'41" EAST FOR 93.07 FEET TO A POINT ON A CURVE; (13) THENCE NORTHEASTERLY 37.44 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET THROUGH A CENTRAL ANGLE OF 04°33'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°03'55" EAST FOR 37.43 FEET; (14) THENCE NORTH 47°20'51" EAST, FOR 27.51 FEET TO A POINT OF CURVATURE; (15) THENCE EASTERLY 434.48 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET THROUGH A CENTRAL ANGLE OF 67°16'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 80°59'16" EAST FOR 409.94 FEET; (16) THENCE SOUTH 65°22'18" EAST, FOR 204.05 FEET TO A POINT OF CURVATURE; (17) THENCE EASTERLY 174.61 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 438.00 FEET THROUGH A CENTRAL ANGLE OF 22°50'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 76°47'33" EAST FOR 173.46 FEET; (18) THENCE SOUTH 88°12'47" EAST, FOR 185.28 FEET TO A POINT ON A CURVE; (19) THENCE EASTERLY 110.37 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 263.00 FEET THROUGH A CENTRAL ANGLE OF 24°02'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 76°29'47" EAST FOR 109.56 FEET; (20) THENCE SOUTH 64°46'37" EAST, FOR 48.98 FEET TO A POINT ON A CURVE; (21) THENCE NORTHERLY 215.24 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 305.00 FEET THROUGH A CENTRAL ANGLE OF 40°26'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 10°31'04" WEST FOR 210.80 FEET TO A POINT OF REVERSE CURVATURE; (22) THENCE NORTHERLY 246.51 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET THROUGH A CENTRAL ANGLE OF 26°09'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 17°39'25" WEST FOR 244.38 FEET; (23) THENCE NORTH 85°25'15" EAST, FOR 20.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF PASEO DRIVE;

CONTINUED ON SHEET 2 OF 6

NOT VALID WITHOUT SHEETS 1-6 OF 6

DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	PASEODD
SCALE:	N/A
DATE:	24 JANUARY 2024
FILE:	23-244-LOT SPLIT
SHEET:	1 of 6

NOT A SURVEY



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Q. Grady Minor and Associates, P.A.
 3800 Via Del Rey
 Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

**A PORTION OF TRACT E1
 PASEO, PHASE I
 INSTRUMENT #2006000162884
 LYING IN
 SECTION 9, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA**

DATE SIGNED

DONALD L. SAINTENOY III, P.S.M
 FL LICENSE #6761
 FOR THE FIRM

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PROPERTY DESCRIPTION

CONTINUED FROM SHEET 1 OF 6

THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; (1) SOUTH 04°34'45" EAST, FOR 40.17 FEET TO A POINT ON A CURVE; (2) THENCE SOUTHERLY 148.42 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET THROUGH A CENTRAL ANGLE OF 22°22'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°46'06" EAST FOR 147.48 FEET; (3) THENCE SOUTH 26°57'28" EAST, FOR 39.47 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHERLY 176.43 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET THROUGH A CENTRAL ANGLE OF 17°44'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 18°05'26" EAST FOR 175.72 FEET TO A POINT ON A CURVE; (5) THENCE SOUTHWESTERLY 150.35 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 88.00 FEET THROUGH A CENTRAL ANGLE OF 97°53'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 39°43'19" WEST FOR 132.72 FEET; (6) THENCE SOUTH 88°40'02" WEST, FOR 114.63 FEET TO A POINT ON A CURVE; (7) THENCE WESTERLY 17.20 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 271.00 FEET THROUGH A CENTRAL ANGLE OF 03°38'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 86°50'56" WEST FOR 17.20 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 00°22'14" WEST, FOR 18.62 FEET; THENCE SOUTH 88°34'37" WEST, FOR 35.60 FEET; THENCE NORTH 01°13'25" WEST, FOR 60.37 FEET; THENCE NORTH 88°12'47" WEST, FOR 106.17 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 25.22 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 457.00 FEET THROUGH A CENTRAL ANGLE OF 03°09'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 86°37'55" WEST FOR 25.22 FEET; THENCE SOUTH 24°37'42" WEST, FOR 98.68 FEET; THENCE NORTH 89°59'09" EAST, FOR 54.78 FEET; THENCE SOUTH 00°27'36" EAST, FOR 7.69 FEET; THENCE SOUTH 33°50'34" EAST, FOR 40.41 FEET TO AN INTERSECTION WITH THE RIGHT-OF-WAY OF PASEO GRANDE BOULEVARD AND A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY 104.45 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 271.00 FEET THROUGH A CENTRAL ANGLE OF 22°04'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 43°55'55" WEST FOR 103.80 FEET TO THE NORTHEAST CORNER OF TRACT B1, PASEO PHASE I, AS RECORDED IN INSTRUMENT NUMBER 2006000162884, LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT B1 NORTH 72°45'04" WEST, FOR 86.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 1.43 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE EAST BOUNDARY OF LOT 72, PASEO PHASE I, AS RECORDED IN INSTRUMENT NUMBER 2006000162884, LEE COUNTY, FLORIDA, FLORIDA AS BEING NORTH 53°49'50" EAST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT A SURVEY

NOT VALID WITHOUT SHEETS 1-6 OF 6



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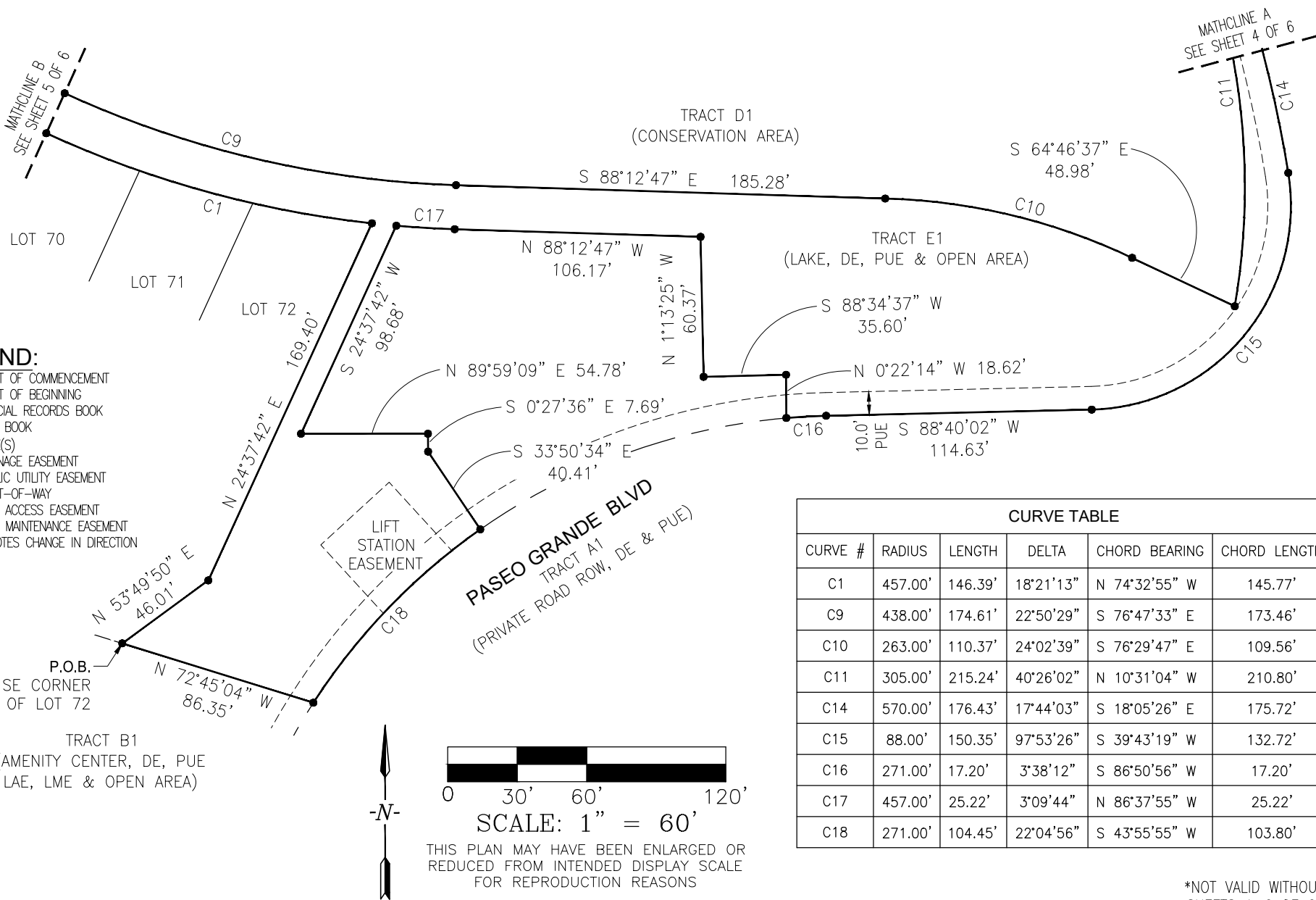
Q. Grady Minor and Associates, P.A.
 3800 Via Del Rey
 Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

**A PORTION OF TRACT E1
 PASEO, PHASE I
 INSTRUMENT #2006000162884
 LYING IN
 SECTION 9, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA**

DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	PASEODD
SCALE:	1" = 40'
DATE:	24 JANUARY 2024
FILE:	23-244-LOT SPLIT
SHEET:	2 of 6

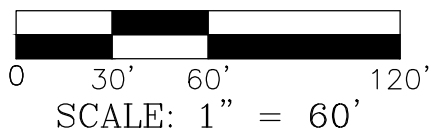
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LEGEND:

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- OR OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE(S)
- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- LAE LAKE ACCESS EASEMENT
- LME LAKE MAINTENANCE EASEMENT
- DENOTES CHANGE IN DIRECTION

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	457.00'	146.39'	18°21'13"	N 74°32'55" W	145.77'
C9	438.00'	174.61'	22°50'29"	S 76°47'33" E	173.46'
C10	263.00'	110.37'	24°02'39"	S 76°29'47" E	109.56'
C11	305.00'	215.24'	40°26'02"	N 10°31'04" W	210.80'
C14	570.00'	176.43'	17°44'03"	S 18°05'26" E	175.72'
C15	88.00'	150.35'	97°53'26"	S 39°43'19" W	132.72'
C16	271.00'	17.20'	3°38'12"	S 86°50'56" W	17.20'
C17	457.00'	25.22'	3°09'44"	N 86°37'55" W	25.22'
C18	271.00'	104.45'	22°04'56"	S 43°55'55" W	103.80'



THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

NOT A SURVEY

NOT VALID WITHOUT SHEETS 1-6 OF 6



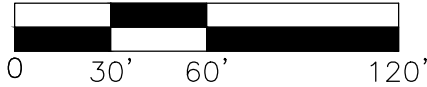
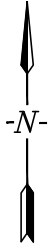
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

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 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION
 A PORTION OF TRACT E1
 PASEO, PHASE I
 INSTRUMENT #2006000162884
 LYING IN
 SECTION 9, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA

DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	PASEODD
SCALE:	1" = 40'
DATE:	24 JANUARY 2024
FILE:	23-244-LOT SPLIT
SHEET:	3 of 6

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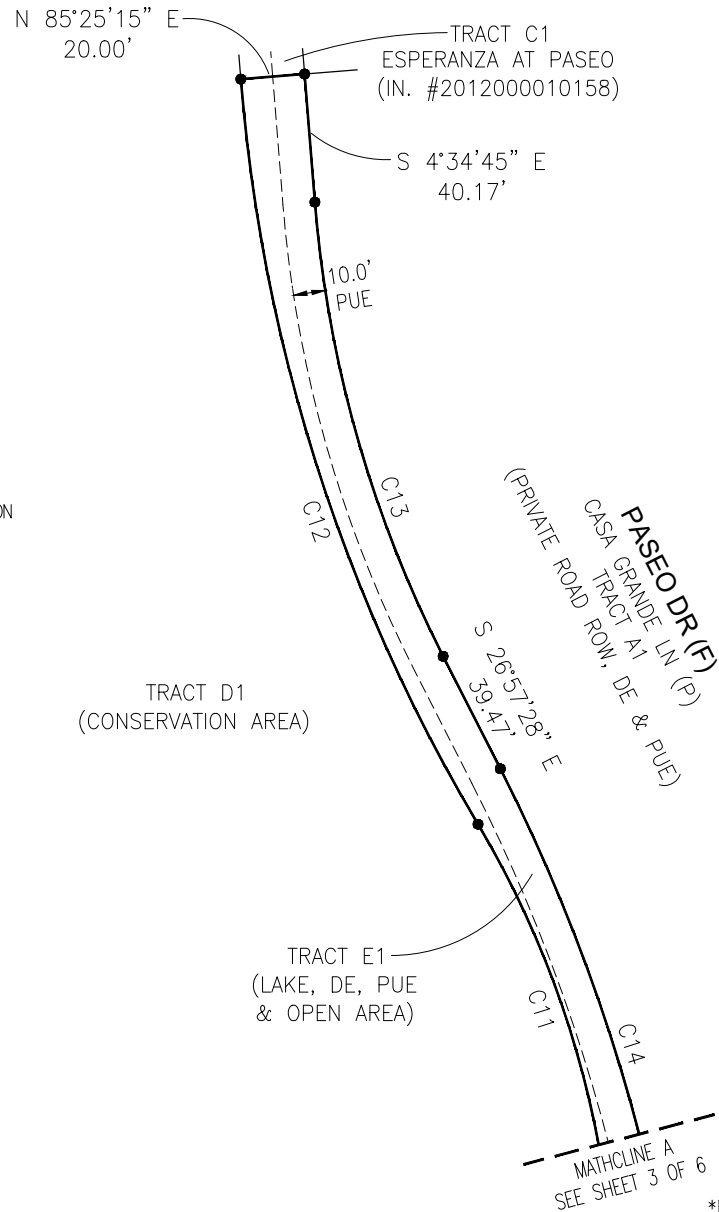
SCALE: 1" = 60'

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LEGEND:

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- OR OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE(S)
- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- LAE LAKE ACCESS EASEMENT
- LME LAKE MAINTENANCE EASEMENT
- IN INSTRUMENT NUMBER
- (F) FIELD
- (P) PLAT
- DENOTES CHANGE IN DIRECTION

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C11	305.00'	215.24'	40°26'02"	N 10°31'04" W	210.80'
C12	540.00'	246.51'	26°09'20"	N 17°39'25" W	244.38'
C13	380.00'	148.42'	22°22'43"	S 15°46'06" E	147.48'
C14	570.00'	176.43'	17°44'03"	S 18°05'26" E	175.72'



NOT A SURVEY

NOT VALID WITHOUT SHEETS 1-6 OF 6



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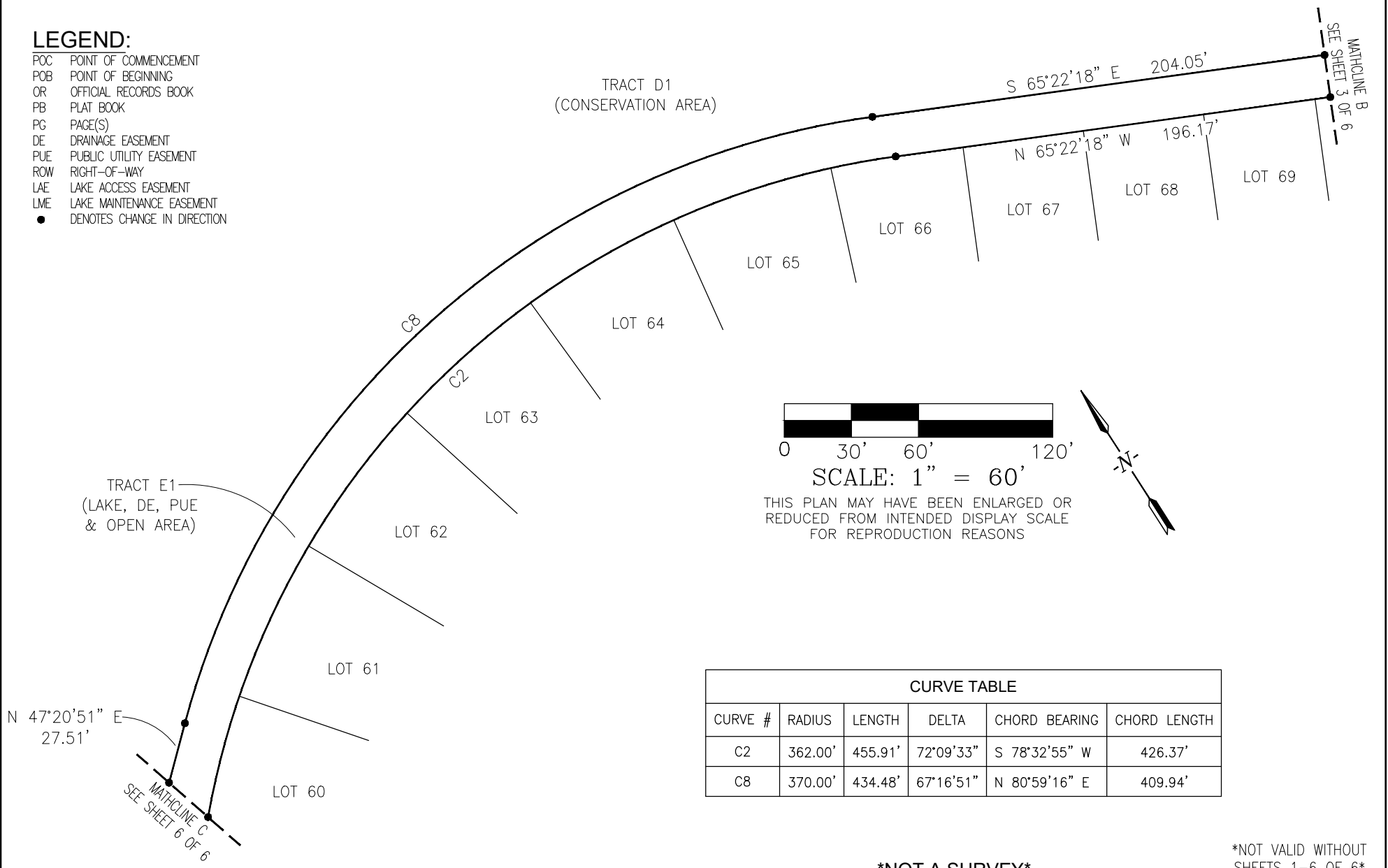
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- DENOTES CHANGE IN DIRECTION



SCALE: 1" = 60'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C2	362.00'	455.91'	72°09'33"	S 78°32'55" W	426.37'
C8	370.00'	434.48'	67°16'51"	N 80°59'16" E	409.94'

NOT A SURVEY

NOT VALID WITHOUT SHEETS 1-6 OF 6



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SHEET:	5 of 6

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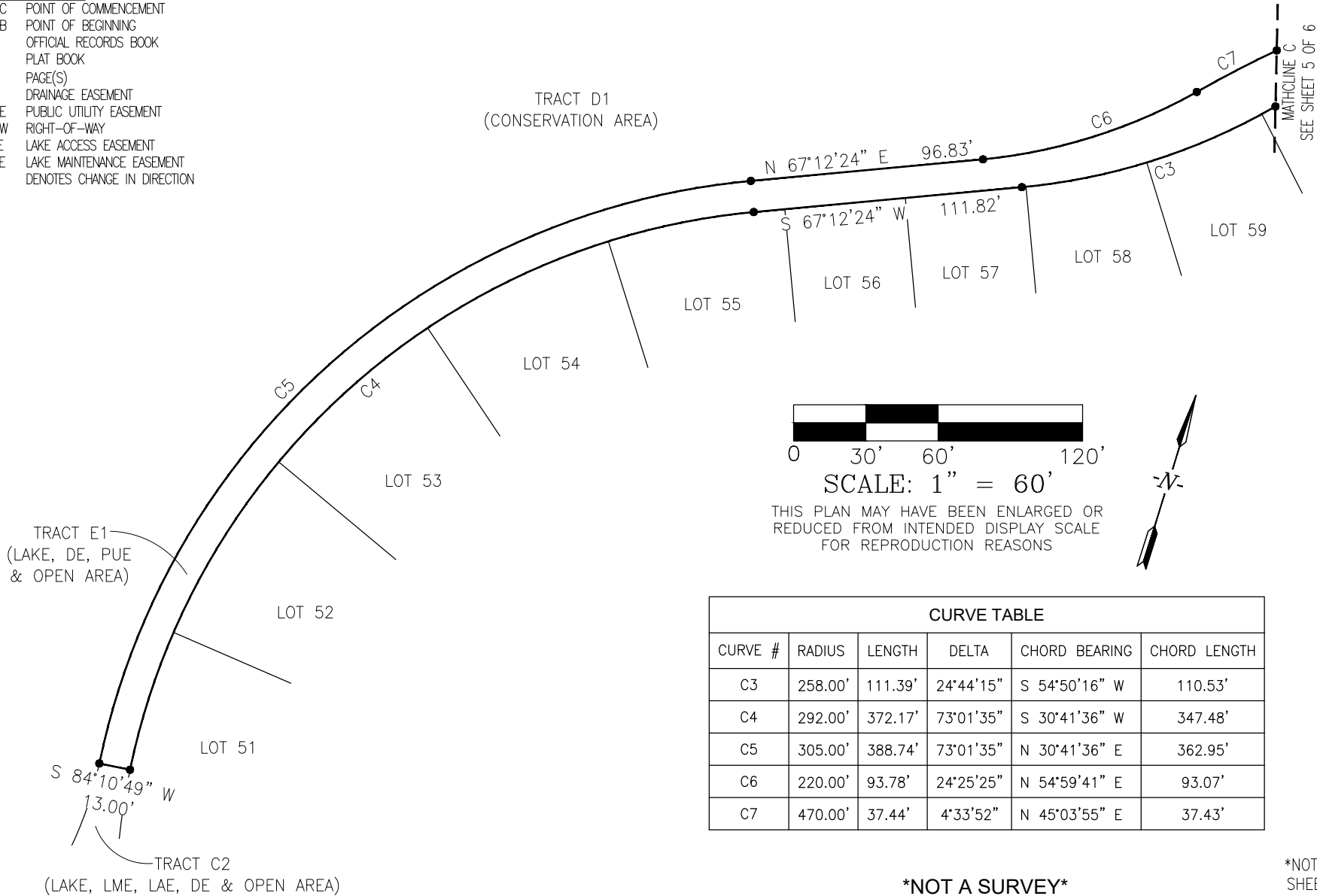
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- DENOTES CHANGE IN DIRECTION

TRACT D1
(CONSERVATION AREA)

TRACT E1
(LAKE, DE, PUE
& OPEN AREA)

TRACT C2
(LAKE, LME, LAE, DE & OPEN AREA)

MATHLINE C
SEE SHEET 5 OF 6



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C3	258.00'	111.39'	24°44'15"	S 54°50'16" W	110.53'
C4	292.00'	372.17'	73°01'35"	S 30°41'36" W	347.48'
C5	305.00'	388.74'	73°01'35"	N 30°41'36" E	362.95'
C6	220.00'	93.78'	24°25'25"	N 54°59'41" E	93.07'
C7	470.00'	37.44'	4°33'52"	N 45°03'55" E	37.43'

NOT A SURVEY

NOT VALID WITHOUT SHEETS 1-6 OF 6



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SHEET:	6 of 6

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Tab 10



February 9, 2024

Paseo CDD
c/o Andrew H. Cohen, Esq.
Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
Sent via e-mail: acohen@flgovlaw.com

Re: Appraisal of a portion of Tract 1, Paseo, Phase I, IN#2006000162884 (as indicated by a Grady Minor Sketch and Description dated 1/24/2024)

Dear Attorney Cohen:

We appreciate the opportunity to be of service. As requested, we propose to provide you with an appraisal of the above-referenced property. The following is a summary of engagement terms:

Report Type	Appraisal Report
Client	Paseo CDD
Intended User(s)	Paseo CDD and Paseo Master Homeowners Association, Inc.
Intended Use	Potential Disposition by the Paseo CDD
Type of Value	Market Value
Effective Date	Current
Property to be Appraised	A Portion of Tract E1, Paseo, Phase 1, IN#2006000162884 (as indicated by a Grady Minor Sketch and Description dated 1/24/2024)
Assignment Conditions	None
Additional Terms	None
Appraisal Fee	\$2,900
Payment Terms	Payment due upon engagement
Completion Date*	27 calendar days from engagement

**Our completion date assumes availability of all requested information within two (2) days of the request and no delays in obtaining access to the property.*

Our appraisal report will consist of an analysis of the property utilizing the three traditional approaches to value (cost, sales comparison, and income), if applicable. This appraisal will be prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP). Attached to this proposal letter is a set of standard assumptions and limiting conditions. Your appraisal will be prepared subject to the Assumptions and Conditions and are considered part of this proposal. The Client agrees to conform to any and all specific conditions mentioned in the attached Exhibit to Engagement Letter and to hold Maxwell, Hendry & Simmons, LLC, harmless in this assignment.

If the preceding terms are agreeable, please endorse this letter below where indicated and return it to us. Thank you for the interest you have shown in our firm. We look forward to working with you on this project.

Sincerely,



Matthew S. Simmons
Managing Partner
State-Certified Residential Real Estate Appraiser, RD5762
State-Licensed Real Estate Broker, BK3214690

Signature

Date

EXHIBIT TO ENGAGEMENT LETTER
ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal.

Unless otherwise stated, marketable title, is assumed. However, the appraiser makes no warrants or representations regarding an opinion of title. It is assumed that the legal descriptions as provided are correct. Unless otherwise stated, it is assumed that the improvements are entirely and correctly located on the property described, and that there are no encroachments or overlapping boundaries. Unless stated otherwise, legal access to the property is assumed. The property will be appraised as if free and clear and unencumbered by mortgages, liens, or delinquent taxes, assessments, levies. Unless otherwise stated, the property will be appraised assuming there are no unusual deed conditions or restrictions, but subject to readily apparent land use regulations.

The data used in compiling this report will be secured from sources considered credible and authentic and, so far as possible, will be verified. However, no responsibility is assumed for its accuracy or correctness.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. It is further assumed that all applicable zoning, land use regulations, and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

This appraisal will be prepared as of a specified point in time as indicated by the effective date. This appraisal report cannot be used outside of the context of the effective date of the appraisal. Market conditions can change significantly with the passage of time. This report cannot be viewed subsequent to the effective date and then relied upon outside of the context of that date.

Unless otherwise stated, no environmental reports or studies were requested or made in conjunction with this appraisal. The appraiser reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental reports, studies, research or investigation. However, the appraiser is not obligated to make such changes subsequent to appraisal report completion.

The appraiser herein, by reason of this report, is not required to give expert testimony or be in attendance in court or any governmental hearing with reference to the property appraised, unless arranged previously therefore. The consideration for the preparation of the appraisal report is the payment by the responsible party of all charges due the appraiser in connection therewith. Responsibility for any part of the appraisal report is conditioned upon full payment.

Unless otherwise stated, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation and/or existence of toxic waste, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect hazardous substances. The client should retain an expert in this field, if desired.

Unless otherwise stated, no structural or mechanical component problems are known to exist on the property. However, the appraiser does not warrant against same. The appraiser is not qualified to detect deficiencies in a property or structure and recommends that a professional property inspector and/or engineer be consulted with regard to these possible defects.

Neither all nor any part of the contents of the appraisal report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author.

The appraisal and appraisal report will be prepared in conformity with, and is subject to the requirements of the Uniform Standards of Professional Appraisal Practice. The Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute may also apply and will be identified within the appraisal report if applicable.

Tab 11

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

PASEO COMMUNITY DEVELOPMENT DISTRICT HOG PERIMETER FENCING SURVEY NOTICE

The Paseo Community Development District Board of Supervisors has on numerous occasions held discussions regarding the installation of perimeter fencing due to the feral hogs.

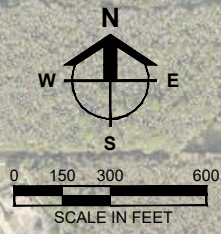
Several homeowners have attended meetings and requested for perimeter fencing to be installed by the District to prevent the hogs from crossing over and causing damages to property.

The District Board directed the District Engineer to prepare an exhibit for the perimeter fencing and to bid out the work. Attached to this communication is an exhibit outlining the perimeter fencing including gates. The specifications for the fencing are included in this communication as well.

As a result of the appearance of the fencing and some concerns raised by those in opposition the District Board has decided to send a survey to the entire community.

A link will be sent via email for the survey. We ask that you please take the time to complete the survey. Please do not respond to this communication. The survey responses will be reviewed and discussed by the Board of Supervisors at an upcoming meeting.

We thank you in advance for your attention to this matter.



FENCE QUANTITIES:	
—	FIELD FENCE (HOG WIRE) = 19,436 LF
*	DOUBLE 4' WIDE GATE = 17

Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 MCGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169

FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

PASEO
COMMUNITY
DEVELOPMENT
DISTRICT

9530 MARKETPLACE ROAD
SUITE 206
FORT MYERS, FL 33912

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

PROJECT DESCRIPTION

PASEO

PART OF SECTIONS 9 & 10
TOWNSHIP 45 SOUTH
RANGE 25 EAST
LEE COUNTY, FLORIDA

THIS PLAN IS PRELIMINARY AND
INTENDED FOR CONCEPTUAL
PLANNING PURPOSES ONLY.

SITE LAYOUT AND LAND USE
INTENSITIES OR DENSITIES MAY
CHANGE SIGNIFICANTLY BASED
UPON SURVEY, ENGINEERING,
ENVIRONMENTAL AND / OR
REGULATORY CONSTRAINTS
AND / OR OPPORTUNITIES.

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FILE NAME	J:\22051\FENCE\EXHIBIT.DWG
LOCATION	J:\22051\DWG\EXHIBITS\CDD\
PLOT DATE	FRI, 12-16-2022 - 5:54 AM
PLOT BY	JOHN HAHN

CROSS REFERENCED DRAWINGS

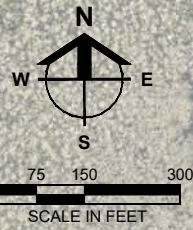
PLAN REVISIONS

PLAN STATUS

EXHIBIT ONLY
NOT FOR CONSTRUCTION

PASEO CDD
2022 FENCE
EXHIBIT

PROJECT / FILE NO.	SHEET NUMBER
22168	1 OF 3



FENCE QUANTITIES:	
—	FIELD FENCE (HOG WIRE) = 19,436 LF
*	DOUBLE 4' WIDE GATE = 17



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LAND PLANNING

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FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169

FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

PASEO COMMUNITY DEVELOPMENT DISTRICT

9530 MARKETPLACE ROAD
SUITE 206
FORT MYERS, FL 33912

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

PROJECT DESCRIPTION

PASEO

PART OF SECTIONS 9 & 10
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LEE COUNTY, FLORIDA

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PLOT DATE	FRI, 12-16-2022 - 5:55 AM
PLOT BY	JOHN HAHN

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

NO.	DATE	DESCRIPTION

PLAN STATUS

EXHIBIT ONLY
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PASEO CDD 2022 FENCE EXHIBIT

PROJECT / FILE NO.	SHEET NUMBER
22168	2 OF 3



FENCE QUANTITIES:

—	FIELD FENCE (HOG WIRE)	= 19,436 LF
*	DOUBLE 4' WIDE GATE	= 17

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PREPARED FOR

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DISTRICT

9530 MARKETPLACE ROAD
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NO.	DATE	DESCRIPTION

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PASEO CDD
2022 FENCE
EXHIBIT

PROJECT / FILE NO.	SHEET NUMBER
22168	3 OF 3

Conservation Lands Fencing Specifications

Material and Installation Requirements

All materials shall meet the following minimum specifications:

- 1) Field fence (hog wire)
 - Style # 1047-6-12.5 with 12.5 min diameter filler wire, must have minimum 10.5 gauge top and bottom wires
 - Class 3 galvanized, installed on inside of posts
 - 47 inch height, 6 inch pullout spacing
 - installed on inside of posts
 - on corners, attach wire on outside of corner when necessary so staples don't pull out
 - Top wire shall be 2" below the top of wood posts unless top strand of barbed wire is used

- 2) Barbed wire
 - Class 3 galvanized, installed on inside of posts
 - 15.5 gauge (minimum), 4 point barb style
 - On corners, attach wire on outside of corner when necessary so staples don't pull out
 - Top wire shall be 2" below the top of wood posts
 - If overstretched during installation, new wire will be installed by contractor

- 3) Wood Posts
 - 6-8 inch minimum diameter x 8 foot corner and brace posts
 - 3.5-4 inch minimum diameter x 6 foot line posts (3-3.5 inch diameter line posts are not acceptable)
 - 3.5-4 inch minimum diameter x 6 foot minimum cross members
 - Line posts spaced 10 foot apart – this spacing may vary up to 3 feet in rocky areas or root problem areas only.
 - Line posts shall be set to a minimum depth of 24 inches
 - Corner and brace posts shall be set to a minimum depth of 36 inches
 - After posts are set, backfill must be thoroughly tamped around all posts
 - If 24 inch or 36 inch depth cannot be achieved due to rock, posts shall be set in ground with concrete
 - Posts shall be installed plumb and at same height so top of fence is level/even with ground.
 - **Do not cut post tops unless specified by project manager.**

- 4) H-bracing
 - For field fence, install a single H-brace every 330ft, or a double H-brace every 660ft and at each corner
 - For barbed wire

- On straight runs, an h-brace is required every 1320 feet or at the end of each roll.
- Where there are curves or corners, an h-brace is required in each direction
- H-braces are required at every end and tie-in point
- Barbed wire and field fence must be wrapped on all H-braces
- Crossmember must be secured with galvanized brace pins at least 3/8" in diameter – no toe nailing or notching out of brace posts
- Must be secured with brace wire. Ground anchors are optional.

5) Stapling

- Staples shall be 9 gauge or heavier, class 3 galvanized
- Staples shall be driven diagonally to wood's grain to avoid splitting posts
- Space shall be left between staple and post to permit free movement of wire
- Field fence will be attached to posts with a minimum of 6 staples per post; the bottom 3 wires shall each be stapled to post and the remaining 3 staples spaced evenly to top

6) Cable (if needed for security purposes)

- 3/8" galvanized braided cable and galvanized cable crimps
- Wood fence posts shall have holes drilled through the center of the posts, no larger than 5/8"
- Cable must be pulled tight so it is not drooping and loose and secured permanently with crimped cable sleeves so it cannot be removed. Completed cable install must be tight and permanently secured and line posts and h-braces must not be pulled loose and their integrity lost. Existing corner h-braces must be reinforced or rebuilt if they are not able to hold the cable tight in their current condition. Contractor will be responsible for any necessary reinforcement of end/corner bracing to allow for cable to be installed tight without damaging fence integrity
- The cable shall be wrapped around the posts and secured at each end point as well as at any breaks in the line

7) Gates

- 2 inch wide heavy duty tube-style cattle gates. 16ft, 14ft, 12ft, 10ft, and 3or 4ft for walk-thru gates
- Gates must be hung off H-braces

8) Install a bottom strand of barbed wire to prevent hogs from lifting the bottom of the fence – if there is a wild hog issue

9) Completed fence must be straight, tight and level and posts must be plumb

10) No trash or other materials will be left on site

11) Contractor is responsible for locate marking on underground utilities

12) For fenceline/wire removal, all wire and metal posts, wood posts and other materials must be removed from site for disposal

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

PASEO COMMUNITY DEVELOPMENT DISTRICT **DRAFT SURVEY QUESTIONS**

1. Have you reviewed the perimeter fencing specifications?
 - Yes
 - No

2. The District Board has been asked to consider the installation of perimeter fencing due to the feral hogs. Are you in agreement with using public funds for the installation of perimeter fencing?
 - Yes
 - No

Tab 12

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, January 24, 2024 at 10:00 a.m.** at the Paseo Village Center, located at 1611 Paseo Grande Boulevard, Fort Myers, Florida 33912.

Present and constituting a quorum:

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

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Kari Hardwick	District Coordinator, Rizzetta & Company, Inc.
Andrew Cohen	District Counsel
	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
John Fowler	Landscape Inspection Services, Rizzetta & Company, Inc.
Doug Tarn	Barraco & Associates, Inc.
Frank Savage	Barraco & Associates, Inc. (via Teams)
Ted Galeno	Pinnacle Landscapes
Evan Fay	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

Mr. Brown opened the floor to audience comments.

Mr. Russell addressed the Board regarding the potential hog fencing.

Mr. Buchinski addressed the Board regarding hog damage as well as reporting of car break-ins in neighboring areas.

49 Mr. Heather addressed the Board regarding the potential hog fencing, homeowner
50 requested tree removal, and the agenda items related to root barriers and LED fountain
51 lighting.

52
53 Ms. Johnson addressed the Board regarding removal of the oak tree on her property.

54
55 Mr. Hild addressed the Board regarding replacement of the gazebo rail as well as
56 traffic signage at the entrance to the community.

57
58 Mr. Brown responded to questions raised during public comment.

59
60 **THIRD ORDER OF BUSINESS**

District Engineer Staff Report

61
62 Mr. Savage provided an update regarding the installation of rumble strips in
63 Esperanza, advising that at the last meeting he provided the FDOT specifications, and the
64 Board had requested that he investigate extending the rumble strips across the street,
65 leaving a section in the middle for bicyclists. He advised that the District has three options:
66 install the rumble strips as shown with the ten foot wide strips on the travel side at an
67 approximate cost of approximately \$11,000, spanning the width of the roadway allowing for
68 bicycle passage at a cost of approximately \$19,800, or extend the rumble strips completely
69 across both travel lanes with no bicycle passage at a cost of approximately \$22,000. Mr.
70 Savage advised that there are multiple options, and the pricing could come in less or more
71 than the figures provided although a more formal meeting with the City would be needed.
72 Mr. Brown advised that bicycle passage would need to be provided curbside on the travel
73 side and having the bicycle passage being a two-foot section on either side could reduce
74 the cost. Mr. Cabell inquired as to speed hump options. Mr. Savage advised that speed
75 humps are an option; he further advised that rumble strips can be noisy. Mr. Tarn advised
76 that the City is not in favor of speed humps. Board discussion ensued. Mr. Savage was
77 asked to meet with the City to determine available options and report back.

78
79 Mr. Tarn advised that he recommended a second opinion on the drainage issue at
80 the south side of the bridge; he advised that there is a leak in the ADS pipe and the integrity
81 is fine. He advised that Mitchell & Stark has reviewed the area and has recommended fixing
82 the leak with pressure grout and then reviewing the pipe again in a year. Mr. Tarn advised
83 that during the inspection, it was noted that a black conduit has been directionally bored
84 thought the structure and this can also be pressure grouted. Discussion ensued regarding
85 whether or not to determine who conducted the directional bore.

86
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On a Motion by Mr. Brown, seconded by Mr. Cabell, with all in favor, the Board Approved the Mitchell & Stark Estimate of \$7,124.12, for Pressure Grouting of the ADS Pipe and Conduit, for the Paseo Community Development District.

87
88 Mr. Brown asked Mr. Tarn to review the drainage structure in the area of Tulio and
89 Herminia as a water leak was recently repaired in that area which may have caused some
90 debris to be collected in the drainage structure.

FOURTH ORDER OF BUSINESS

**Discussion Regarding Management
Company Review**

93
94
95
96 Mr. Brown advised that he believes in reviewing Management Companies every
97 three years; he advised that he recommends allowing Counsel to manage the process. Mr.
98 Cohen advised that this process is not required, and services for District Management do
99 not need to be competitively bid. He advised that his law partner developed a ranking sheet
100 based on the contracted services and that spreadsheet can be adapted to fit Paseo CDD.
101 Ms. Schulman stated this process is not a reflection on Rizzetta though it is good
102 government to look at all services periodically to ensure the Board is doing the best for the
103 people they represent. Ms. Johnson asked if this has been done in the past. Mr. Brown
104 advised it has not. Mr. Cabell recommended that Counsel send the questionnaire to the
105 Board. Mr. Noy stated that he agrees with Ms. Schulman, and he would like to review the
106 questionnaire. Mr. Brown advised that this would be the first step and if the Board decided
107 to move forward with an RFP, then Counsel would do so.
108

On a Motion by Mr. Brown, seconded by Mr. Cabell, with all in favor, the Board Directed Counsel to Send the Management Questionnaire to the Board, Allowing for Two Weeks for a Response from Board Members, to be Placed on the February Agenda, for the Paseo Community Development District.

109
110 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-02,
Redesignating Officers of the District**

111
112
113 Mr. Cabell advised that he requested this item to be placed on the agenda as the
114 seats being held by the current Chair and Vice Chair are up for election this year and
115 redesignating now would allow for continuity. Mr. Cohen reviewed Statute related to looking
116 at the officer's structure. Board discussion ensued.
117

On a Motion by Mr. Cabell, seconded by Ms. Johnson, with three in favor and two opposed, the Board Voted to Redesignate the Officers of the District, for the Paseo Community Development District.

118
119 Ms. Johnson nominated Mr. Cabell to serve as Chair. Mr. Brown nominated Ms.
120 Johnson to serve as Chair. Ms. Schulman nominated Mr. Brown to serve as Chair. After a
121 vote, with three in favor and two opposed, of Mr. Cabell, he will serve as Chairman.
122

123 Mr. Brown nominated Ms. Johnson to serve as Vice Chair. There were no further
124 nominations.
125

On a Motion by Mr. Brown, seconded by Mr. Cabell, with all in favor, the Board Adopted Resolution 2024-02, Redesignating Officers of the District as follows: Mr. Cabell to Serve as Chairman, Ms. Johnson to Serve as Vice Chair, and Mr. Brown, Ms. Schulman, Mr. Noy, Ms. Blandon, Mr. Huber, and Ms. Dobbins to Serve as Assistant Secretaries, for the Paseo Community Development District.

126
127 Ms. Hardwick left the meeting in progress at 11:00 a.m.

128
129 **SIXTH ORDER OF BUSINESS** **Review of January 2024 Landscape**
130 **Inspection Report**

131
132 Mr. Fowler provided an overview of the January 2024 Landscape Inspection
133 Report, highlighting items of concern within each Zone. He responded to questions and
134 input from the Board.

135
136 **SEVENTH ORDER OF BUSINESS** **Consideration of Pinnacle Landscapes**
137 **Proposals**

138
139 Ms. Blandon provided an overview of the proposals. Board discussion ensued
140 regarding pricing. Mr. Cabell recommended looking into replacements and removals and
141 further recommended obtaining bids for the work. Mr. Brown advised that damages caused
142 by Hurricane Ian were budgeted within the increase while the proposals being presented
143 are within the landscape budget. Further discussion ensued.

144
On a Motion by Mr. Brown, seconded by Mr. Noy, with four in favor and one opposed, the Board Approved the Pinnacle Landscapes Proposals; However, in Future, Seek Two to Three Bids for Replacement Projects, for the Paseo Community Development District.

145
146 **EIGHTH ORDER OF BUSINESS** **Consideration of Addendum No. 2 to**
147 **the Landscape Inspection Services**
148 **Contract**

149
150 Ms. Blandon advised that increase is consistent with the adopted budget, reflecting
151 an increase from \$850 per month to \$950 per month; she further advised that the last
152 increase was in 2022.

153
On a Motion by Mr. Cabell, seconded by Mr. Brown, with all in favor, the Board Approved Addendum No. 2 to the Landscape Inspection Services Contract, for the Paseo Community Development District.

154
155 **NINTH ORDER OF BUSINESS** **Consideration of Proposals for Mulch**
156 **Application**

157
158 Ms. Blandon advised that proposals were received from Distribution Direct, Ramco,
159 and Southeast Spreading. She advised that Ms. Hardwick reached out to Distribution Direct
160 for a revised proposal as the initial proposal seemed excessive; she advised that a new
161 proposal was received this morning decreasing the proposal from \$72,208.53 to
162 \$44,155.07. Board discussion ensued.

163

On a Motion by Mr. Noy, seconded by Mr. Cabell, with all in favor, the Board Approved the Southeast Spreading Proposal for Mulch, totaling \$39,594.24, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

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TENTH ORDER OF BUSINESS

**Discussion Regarding Root Barriers
Along Multi-Use Path**

Mr. Brown advised that there are twelve trees within twelve feet of the path and two other areas at the rock garden that need root barriers. Board discussion ensued. Ms. Johnson advised that she will research root barriers. Ms. Blandon advised that Ms. Hardwick is obtaining proposals.

ELEVENTH ORDER OF BUSINESS

**Consideration of Johnson Engineering
Proposal for 2023-2024 WUP
Compliance Monitoring**

Ms. Blandon advised that a discussion was held with Mr. Galeano and Mr. Denison and since Paseo is running on the new pump station, if the wells are surface water pump in Esperanza are not used then task #2 can be eliminated, reducing the contract by \$4,608.00 and the total contract amount would be \$11,084.00. Discussion ensued. Ms. Blandon was asked to obtain a proposal from Hoover to add the wells to the flow guard.

On a Motion by Mr. Cabell, seconded by Mr. Brown, with all in favor, the Board Approved the Johnson Engineering Proposal for 2023-2024 WUP Compliance Monitoring, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

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TWELFTH ORDER OF BUSINESS

**Consideration of Earth Tech
Environmental Proposal for 2024
Vegetation Removal and Trimming**

Ms. Blandon advised that the proposal totals \$26,000.00 and is included in the adopted budget. Discussion ensued.

On a Motion by Mr. Brown, seconded by Mr. Cabell, with all in favor, the Board Approved the Earth Tech Environmental Proposal for 2024 Vegetation Removal and Trimming, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

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THIRTEENTH ORDER OF BUSINESS

**Consideration of Superior Waterway
Proposals to Change Lights at
Fountains 1A, 1B, and 1C to LED**

Ms. Blandon introduced Mr. Andy Nott of Superior Waterway who is in attendance to review the proposals. Mr. Nott provided a revised proposal to include retrofitting all four fountains with LED lights in the main lake. He reviewed the proposals included for the color

199 changing LED lights, advising that that Aqua Master is one of the best on the market with
200 the advantage of one control panel so that all fountains are color changing simultaneously.
201 He advised that the Aqua Max proposal includes four control panels, one for each fountain,
202 so the fountain lights will not be simultaneous. Mr. Brown provided input related to the
203 purpose of the proposals as well as reviews for the Aqua Master. Board discussion ensued.
204 This item was tabled so that Mr. Nott can revise the proposal to have one control panel built
205 for four fountains and only switch 1A and 1D to LED Color changing at this time.
206

207 The Board took a brief recess and was back on the record at 11:57 a.m.

208
209 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Honc Docks Proposal**
210 **for Fishing Pier Repairs**

211
212 Ms. Blandon presented the proposal received from Honc Docks for the necessary
213 fishing pier repairs. Board discussion ensued. Mr. Cabell stated that a carpenter should be
214 able to complete the work at a lesser cost. Further Board discussion ensued.
215

On a Motion by Mr. Brown, seconded by Ms. Johnson, with three in favor and one opposed, the Board Approved the Honc Doc Proposal for Fishing Pier Repairs, in the Amount of \$13,532.00, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

216
217 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Proposals for**
218 **Maintenance of the Entry Water**
219 **Feature**

220
221 Ms. Blandon advised that proposals were received from Green & Clean, Pool
222 Troopers, and Superior Waterway and she reviewed recent work conducted on the water
223 feature. Discussion ensued.
224

On a Motion by Mr. Brown, seconded by Mr. Cabell, with all in favor, the Board Approved the Superior Waterway Proposal for Maintenance of the Entry Water Feature, Subject to Preparation of an Addendum by Counsel, for the Paseo Community Development District.

225
226 **SIXTEENTH ORDER OF BUSINESS** **Consideration of Weiser Security Rate**
227 **Increase Request**

228
229 Ms. Blandon advised Weiser has requested an increase in order to increase the pay
230 of the guards. Discussion ensued.
231

On a Motion by Mr. Cabell, seconded by Mr. Brown, with all in favor, the Board Approved the Weiser Security Rate Increase, Subject to Preparation of an Addendum by Counsel, for the Paseo Community Development District.

232
233

234 **SEVENTEENTH ORDER OF BUSINESS** **Consideration of Passarella &**
235 **Associates Proposal for GIS Updates**
236

237 Ms. Bandon provided an overview of the proposal from Passarella & Associates for
238 updates to the GIS system. Discussion ensued.
239

On a Motion by Mr. Cabell, seconded by Mr. Noy, with all in favor, the Board Approved the Passarella & Associates Proposal for GIS Updates, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

240
241 **EIGHTEENTH ORDER OF BUSINESS** **Consideration of the Minutes of the**
242 **Board of Supervisors Meeting held on**
243 **October 25, 2023**
244

245 Ms. Bandon provided an overview of the Minutes of the Board of Supervisors
246 meeting held on October 25, 2023 and asked if there were any questions, comments, and/or
247 changes. There were none.
248

On a Motion by Mr. Brown, seconded by Mr. Cabell, with all in favor, the Board Approved the Minutes of the Board of Supervisors Meeting held on October 25, 2023, for the Paseo Community Development District.

249
250 **NINETEENTH ORDER OF BUSINESS** **Ratification of the Operations and**
251 **Maintenance Expenditures for the**
252 **Months of September, October,**
253 **November, and December 2023**
254

255 Ms. Bandon advised that the Operations and Maintenance expenditures for the
256 period of September 1-30, 2023 totaled \$172,453.78, the expenditures for the period of
257 October 1-31, 2023 totaled \$183,823.72, the expenditures for the period of November 1-30,
258 2023 totaled \$120,267.26, and the expenditures for the period of December 1-31, 2023
259 totaled \$122,661.77. She asked if there were any questions. Discussion ensued regarding
260 the Hands Free invoices as well as replacement of the gate arm lift towers.
261

On a Motion by Mr. Brown, seconded by Mr. Cabell, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Month of September 2023, totaling \$172,453.78, the Month of October 2023 totaling \$183,823.72, the Month of November 2023 totaling \$120,267.26, and the Month of December 2023 totaling \$122,661.77, for the Paseo Community Development District.

262
263 **TWENTIETH ORDER OF BUSINESS** **Staff Reports**
264

265 A. District Counsel
266 Mr. Cohen provided an update related to the new Ethics disclosure
267 requirements; he advised that the form 6 does not apply to CDD Board
268 Members. He further advised that during this calendar year, each Board

269 member is required to have four hours of Ethics training. Mr. Cohen advised
270 that a letter related to the reported painting of a light pole had been sent
271 although it has been determined that the resident did not paint the light pole.
272

273 B. District Manager

274 Ms. Bandon advised that the next meeting of the Board of Supervisors is
275 scheduled for Wednesday, February 28, 2024 at 10:00 a.m.
276

277 Ms. Bandon advised that the bank is still investigating the Curb King fraud
278 and they have advised that it can take up to 180 days to complete the
279 investigation.
280

281 Ms. Bandon advised that there have been a lot of resident concerns related
282 to use of the kiosk and in most instances the issue is user related as they
283 are not pushing the button to call the remote guard.
284

285 Ms. Bandon advised that a request was received from the Master
286 Association to install signage for its upcoming construction work, and she
287 has denied that request due to the size of the signage and the fact that there
288 is only entrance to Paseo and GPS brings you directly to the entrance.
289

290 Ms. Bandon advised that she is working with Ms. Hardwick on obtaining
291 proposals for asset, priority one, items.
292

293 Ms. Bandon advised that regarding the transfer of funds to the Reserve
294 account, after reviewing the General fund account and expenditures, she is
295 comfortable recommending the transfer of \$300,000 from the General fund
296 to the Reserve fund.
297

On a Motion by Mr. Brown, seconded by Mr. Cabell, with all in favor, the Board Approved the Transfer of \$300,000.00 from the General Fund to the Reserve Fund, for the Paseo Community Development District.

298 Ms. Bandon advised that Ms. Hardwick had provided an update related to the
299 kiosk move, all proposals have been signed and the deposit has been paid
300 and now we are pending the scheduling of the start date. She advised that the
301 kiosk will be down one to two days and during that time there will be an
302 overnight guard.
303

304 Ms. Bandon advised that currently FEMA is denying Special Purpose Districts
305 funding if the amenities are not open to the public and she has one District
306 going through the appeals process. Ms. Bandon advised that any non-life-
307 safety issues are not being covered. Mr. Cohen advised that he does not have
308 any CDD's with a determination yet, but he is seeing a lot of them moving in
309 that direction.
310

311
312

313 Ms. Blandon advised that at the next meeting, she will bring Ms. White to
314 introduce her as she will be assisting Paseo during Ms. Hardwick's leave.

315
316 Ms. Blandon advised that regarding the potential hog fence survey, she did
317 work with Ms. Schulman on the survey, and it is done and so she will forward
318 that to the Board. Discussion ensued.

319
320 **TWENTY-FIRST ORDER OF BUSINESS** **Supervisor Requests**

321
322 Ms. Blandon opened the floor to Supervisor requests.

323
324 Mr. Cabell inquired as to the status of the gatehouse roof as it is in need of
325 cleaning. He further asked that a step-by-step tutorial of issuing a pass be posted to the
326 CDD website. Ms. Blandon advised that the roofing vendor had been provided with a
327 selection and the vendor has not responded; she advised that Ms. Hardwick is obtaining
328 proposals for pressure washing of the streets and she can include the gatehouse roof.
329 Mr. Brown advised that he believes that the Board recommended not moving forward with
330 replacement of the gatehouse roof at this time.

331
332 Ms. Johnson advised that regarding selling the CDD parcel to the Master, there is
333 no movement as no survey has been received. She advised that once received, the plans
334 would need to be sent to the District Engineer for review. Ms. Johnson advised that in
335 August, the Master asked for permission to conduct lighting improvements on CDD
336 property. Mr. Cabell advised that the lighting has been completed and is not on CDD
337 property.

338
339 Mr. Brown advised of concerns related to the SWFWMD permit and any work
340 outside of the Master Association's Tiki requires a modification to the SWFWMD permit
341 and is required prior to commencement of the outside work. Mr. Brown advised that the
342 sidewalk along Hidalgo needs to be reviewed as it is flooding. He advised that three oak
343 trees were removed from behind homes on Rosalinda to monitor hog activity after
344 removal, and after removal there has been no hog activity. Mr Brown advised that he has
345 received accolades for Mr. Siciliano, the Field Manager, and he would like to pass along
346 those accolades to Mr. Siciliano. The remaining Supervisors echoed those accolades.
347 Mr. Brown thanked Ms. Hardwick for her weekly report updates. He advised that the exit
348 gate arms were supposed to be shortened to 13 feet and they have been replaced with
349 15 foot arms; he further advised that the resident entrance arms are supposed to be 14
350 feet, not 15 feet. Mr. Brown advised that Staff has sent the walker safety letter to the
351 Master Association, and it has not been distributed by the Master Association to the
352 community.

353
354 **TWENTY-SECOND ORDER OF BUSINESS** **Adjournment**

355
356 Ms. Blandon advised there was no further business to come before the Board and
357 asked for a motion to adjourn the meeting.

358

On a Motion by Ms. Johnson, seconded by Mr. Cabell, with all in favor, the Board adjourned the meeting at 12:41 p.m., for the Paseo Community Development District.

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362

Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 13

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 January 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$211,528.53**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paseo Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ameri-Scape of SW Florida, Inc.	100576	58505	Plant Installation 12/23	\$ 1,543.75
Ameri-Scape of SW Florida, Inc.	100604	58684	Sidewalk Repair 01/24	\$ 736.50
Barraco and Associates, Inc.	100590	27166	Engineering Services 12/23	\$ 637.50
CenturyLink	ACH	311416420 01/24 ACH	Telephone Service 01/24	\$ 547.46
City of Fort Myers	100586	1-015317-00 12/23	Compactor 11604 Paseo Grande Blvd 12/23	\$ 4,643.84
Crystal Clean Inc.	100605	N6637	Monthly Cleaning 01/24	\$ 916.00
David W Cabell	ACH	DC012424 ACH	Board of Supervisors Meeting 01/24/24	\$ 200.00
Debra Johnson	ACH	DJ012424 ACH	Board of Supervisors Meeting 01/24/24	\$ 200.00
Florida Department of Revenue	100585	48-8015667667-8 12/23	Sales Tax 10/23-12/23	\$ 142.22
Florida Power & Light Company	100587	28467-91263 12/23	11170 Paseo Dr. #SL 12/23	\$ 53.75
Florida Power & Light Company	100587	76250-95372 12/23	11047 Esteban Dr. #FNTN 12/23	\$ 670.06
Florida Power & Light Company	100591	FPL Summary 12/23 300	FPL Summary 12/23	\$ 15,138.80

Paseo Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hands Free Security, LLC	100597	13701448	Guest Entrance Gate Service Call 01/24	\$ 1,765.39
Hoover Pumping Systems Corp.	100598	177352	Balance - HDPE Installation 01/24	\$ 49,014.24
Hoover Pumping Systems Corp.	100598	177764	Annual Service Agreement 01/24	\$ 2,890.00
Hoover Pumping Systems Corp.	100574	177828	35% Deposit - HDPE Installation 12/23	\$ 26,392.28
Hotwire Communications, LTD	100588	30210660 1/24	Cable Services 01/24	\$ 229.99
Ian Y Noy	ACH	IN012424 ACH	Board of Supervisors Meeting 01/24/24	\$ 200.00
J.A. Wheeler LLC	100603	011824 Revolution	Aluminum Fence - 50% Deposit 01/24	\$ 3,240.00
John and Mary Ladenthin	100582	010824 Ladenthin	Key Fob Refund 01/24	\$ 25.00
M.R.I Construction Inc.	100575	4270	Irrigation Repairs 11/23	\$ 7,200.00
Paseo CDD	Debit Card	Debit Card	Debit Card Replenishment	\$ 655.00
Passarella & Associates, Inc.	100592	19PCD3028 Invoice 4B	Professional Services Through 12/23	\$ 175.00
Pinnacle Landscapes, Inc.	100593	15795	General Monthly Maintenance 12/23	\$ 25,643.50

Paseo Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pinnacle Landscapes, Inc.	100577	15829	Repair Hog Damage 12/23	\$ 500.00
Pinnacle Landscapes, Inc.	100577	15832	Install Mulch 12/23	\$ 280.00
Pinnacle Landscapes, Inc.	100606	15848	Oak Tree Removal 01/24	\$ 5,300.00
Pinnacle Landscapes, Inc.	100606	15860	Tree Removal 01/24	\$ 130.00
Pinnacle Landscapes, Inc.	100606	15861	Prune Tree 01/24	\$ 850.00
Pinnacle Pest Management Services, Inc.	100578	8085	Pest Control 12/23	\$ 72.00
Pinnacle Pest Management Services, Inc.	100610	8177	Pest Control 01/24	\$ 72.00
Provencia at Paseo	100594	011024	Reimbursement for Hog Trapping 01/24	\$ 340.00
Rizzetta & Company, Inc.	100571	INV0000086342	Personnel Reimbursement 12/22/23	\$ 2,696.23
Rizzetta & Company, Inc.	100570	INV0000086370	Annual Dissemination Services 01/24	\$ 5,000.00
Rizzetta & Company, Inc.	100569	INV0000086450	District Management Fees 01/24	\$ 12,194.17
Rizzetta & Company, Inc.	100580	INV0000086565	Amenity Management & Oversight and Personnel Reimbursement 01/24	\$ 3,820.53

Paseo Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100581	INV0000086583	Cell Phone 12/23	\$ 50.00
Rizzetta & Company, Inc.	100601	INV0000086866	Personnel Reimbursement 01/24	\$ 2,924.64
Sharon E. Schulman	ACH	SS012424 ACH	Board of Supervisors Meeting 01/24/24	\$ 200.00
Solitude Lake Management, LLC	100607	PSI042388	Monthly Maintenance 01/24	\$ 2,367.87
Steven A. Brown-Cestero	ACH	SB012424 ACH	Board of Supervisors Meeting 01/24/24	\$ 200.00
Suntech Electrical Contractors, Inc.	100608	5484-90	Lighting Repair 01/24	\$ 253.00
Superior Waterway Services, Inc.	100599	94020	Fountain Repair 10/23	\$ 1,149.84
Superior Waterway Services, Inc.	100599	94021	Fountain Maintenance 07/23	\$ 1,030.71
Superior Waterway Services, Inc.	100599	94022	Install Motor 12/23	\$ 1,438.02
TEM Systems, Inc.	100579	i3664	Software Subscription Renewal 02/01/24-04/30/24 12/23	\$ 4,980.00
TEM Systems, Inc.	100579	i3665	Subscription Renewal - Annual Cloud Fee 01/01/23-01/31/24	\$ 1,105.00
TEM Systems, Inc.	100602	i4151	Gate Maintenance - 30% Deposit 01/24	\$ 2,338.02

Paseo Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Tim Amann Pressure Cleaning	100595	010624 Paseo	Fishing Pier & Benches 01/24	\$ 50.00
Tower Compactor Rentals, LLC	100583	RENTAL-23-21470	Trash Compactor 11/23	\$ 333.90
Tower Compactor Rentals, LLC	100572	RENTAL-23-25991	Trash Compactor 12/23	\$ 333.90
U.S. Bank	100584	7166978	Trustee Fees 12/01/23-11/30/24	\$ 4,040.63
Weiser Security Services, Inc	100573	1144002	Guard Weekly Billing 12/08/2023 - 12/14/2023	\$ 2,386.32
Weiser Security Services, Inc	100589	1144990	Guard Weekly Billing 12/15/2023 - 12/21/2023	\$ 2,387.71
Weiser Security Services, Inc	100596	1145737	Guard Weekly Billing 12/22/2023 - 12/28/2023	\$ 2,541.12
Weiser Security Services, Inc	100596	1146788	Guard Weekly Billing 12/29/2023 - 01/04/2024	\$ 2,530.00
Weiser Security Services, Inc	100600	1147588	Guard Weekly Billing 01/05/2024 - 01/11/2024	\$ 2,386.32
Weiser Security Services, Inc	100612	1148596	Guard Weekly Billing 1/12/2024 - 1/18/2024	<u>\$ 2,386.32</u>
Report Total				<u>\$ 211,528.53</u>

Tab 14



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** March 27, 2024
- **FY 2022-2023 Audit Completion Deadline:** June 2024
- **Next Election (Seats 3,4, and 5):** November 5, 2024

**District
Manager's
Report**

February 20

2024

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<u>FINANCIAL SUMMARY</u>		<u>1/31/2024</u>
General Fund Cash & Investment Balance		\$1,833,029
Reserve Fund Investment Balance		\$1,101,828
Debt Service Fund Investment Balance		\$1,094,086
Total Cash and Investment Balances		\$4,028,943
General Fund Expense Variance:	\$100,036	Under Budget



Financial Statement Notes:

Reserve Transfer – A transfer was completed moving \$ 300, 000 from the General Fund to the Reserve Account as discussed with the Board.

Paseo CDD Variance Notes			
Line Item	YTD Actual Expense	Variance	Notes
Guard Gate Facility Maintenance and Repair	\$ 16,552.00	\$ (4,886.00)	Gate repairs service calls. New gear box which was cracked was replaced.
Utility Irrigation	\$ 21,054.00	\$ (9,387.00)	Dry season monthly avg. \$ 5,351.39. The monthly cost will reduce once we enter the rainy season.
Utility Street Lights	\$ 7,738.00	\$ (671.00)	Monthly avg. \$ 989.56.
Wetland Monitoring and Maintenance	\$ 19,621.00	\$ (4,244.00)	Reclassification of MRI Invoice will reflect in Feb statements. Line item is within Budget.
Hurricane Expenses	\$ 3,240.00	\$ (3,240.00)	Gazebo fence deposit
Irrigation Repair	\$ 16,650.00	\$ (6,650.00)	Hoover Pumping Systems renewal.
Landscape Maintenance	\$ 117,718.00	\$ (11,353.00)	Tree removals completed by both Ameriscape and Pinnacle
Roadway Repair and Maint.	\$ 4,500.00	\$ (2,833.00)	MRI box # 6 hydro seal.
Street Light Maint.	\$ 6,818.00	\$ (1,818.00)	Service repairs by water fountain at sign and installation of new GFI receptacles in median.
Capital Projects	\$ 87,104.00	\$ (10,384.00)	Hoover Pumping Systems Project

Solitude Lake Review - Staff has requested for Solitude to conduct a review of all lakes to evaluate the littorals and provide their recommendations for additional plantings. Solitude has requested for their planting manager to survey the lakes and provide recommendations/pricing.

Hoover Pumping Systems Flowguard – Staff has requested for Hoover to evaluate whether the wells can be added to the system. Hoover is evaluating this.