



Rizzetta & Company

# Paseo Community Development District

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**Board of Supervisors' Meeting  
March 27, 2024**

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

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

# **PASEO COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

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March 20, 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, March 27, 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 March 11, 2024 Landscape Inspection Report ..... Tab 1
  - B. Discussion Regarding Hardwood Tree Replacement List ..... Tab 2
  - C. Consideration of Proposals Received for Phase 3A Oak Tree Removals ..... Tab 3
    1. AmeriScape
    2. Anchor Tree Service
    3. Crawford Landscaping
    4. EarthTech Environmental
    5. GreatView Lawn Care
    6. Joshua Tree
  - D. Discussion Regarding Automated Treatment Schedule for Irrigation System
  - E. Discussion Regarding Hoover Pumping Systems Flowguard Campus Controls Related to Addition of Wells to System ..... Tab 4
  - F. Ratification of Increase to New IQ Gate Tower Replacement Contract
  - G. Consideration of McShea Proposal for Roadway Striping ..... Tab 5
  - H. Consideration of Superior Waterway Proposal for Fountain Lighting ..... Tab 6
  - I. Review of and Discussion Regarding Survey for Potential Hog Fence
  - J. Review and Discussion Regarding Master Association Desire to Purchase CDD Land ..... Tab 7
    1. Correspondence from Master Association
    2. Draft Purchase Contract
  - K. Discussion Regarding CDD Liaisons
  - L. Discussion Regarding Request to Park Band Bus and Trailer on CDD Property

**5. BUSINESS ADMINISTRATION**

- A. Consideration of the Minutes of the Board of Supervisors' Meeting held on February 28, 2024..... Tab 8
- B. Ratification of the Operations and Maintenance Expenditures for the Month of February 2024 ..... Tab 9

**6. STAFF REPORTS**

- A. District Counsel
- B. District Manager ..... Tab 10

**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



March 11th, 2024  
Rizzetta & Company  
John Fowler– Landscape Specialist



Rizzetta & Company  
Professionals in Community Management

# Summary & Zone 1

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

- ❑ Overall, the property looks good.
- ❑ What is the status of fertilizing the Foxtail Palms?

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 sucker growth off the base of the Shady Lady between light pole #68 and #69 on Paseo Grande Blvd.
2. Noting several Foxtail Palms n Paseo Grande Blvd. have dead fronds. Pull them off next service.
3. Foxtail Palm across the street from light pole #73 appears slightly chlorotic. Investigate and treat as needed.
4. Overall, turf in zone 1 looks good. Need to treat a couple areas of sedge and broadleaf turf weeds.
5. Brazilian Pepper tree growing within Ixora behind light pole #80.
6. Diagnose and treat a couple declining Maui Ixora in West roundabout on Paseo Grande.
7. Foxtail Palms across the street from light pole #82 and #84 appears slightly chlorotic. Investigate and treat as needed.
8. Noting that the 4 gazebos on Paseo Grande are missing a couple 'Nora Grant' Ixoras in front of the Arboricola. Does the board want to fill in or possibly use a different species?
9. Treat sedge in the Zoysia on Herminia St. between Paseo Grande East and West.
10. Noting new sod and a Foxtail Palm have been installed in a declining area on previous reports at 11256 Paseo Grande on Eastside.
11. Treat Dollar weed in the roundabout on Paseo Grande Blvd. on the Eastside.
12. Remove a large weed growing between the Copperleaf and Ixora on Paseo Grande East.



# Zone 1

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

14. Noting that we request the Ligustrums not be pruned tight into a 'lollipop' look. Should be pocket pruned and allowed to grow in a more natural shape. (Pic. 14)



15. Clean dead or folded bottom Crinum Lily leaves on either side of Paseo Dr. on Paseo Grande Blvd.

16. Schedule a pruning event for the Jasmine on Penzance Blvd. from Westend of property to Paseo Grande Blvd.

17. Remove dead fronds in the Pygmy Date Palms on Penzance Blvd. from Westend of property to Paseo Grande Blvd.

18. There are a few Palms with dead hanging fronds that need to be removed on Penzance Blvd. from Westend of the property to Paseo Grande Blvd. (Pic. 18>)

19. Noting the Firebush have filled in nicely from recent rejuvenation cutbacks. Need to maintain close to the current height.

20. Remove a few dead palm fronds in the palms on Penzance Blvd. from Paseo Grande Blvd. to Palomino Ln.

21. Noting there appears to be a dead Fishtail Palm close to Musket Ln. on Penzance Blvd. Investigate and report your findings.

22. There is a dead Coconut Palm that needs removal across the street from Musket Ln. (Pic. 22)



23. Remove a couple dead Pygmy Date Palm fronds along Penzance Blvd. ROW between Paseo Grande Blvd. and Palomino Ln.

24. Treat weeds in the beds on the Southside of the bicycle path on Penzance Blvd.

25. The 'Petit' Ixora still appear not healthy on Paseo Grande Blvd. median before the guard house. What can be done to improve these?





## Zone 2

1. Diagnose and treat some declining turf on the Northwest corner of Bibiana Way and Paseo Grande Blvd. intersection. (Pic. 1)



2. Diagnose and treat a small area of declining turf on Bibiana Way just East of Provencia Ct.
3. Diagnose and treat the Foxtail Palm just East of light pole #132 on Bibiana Way appears to have stunted frond growth.
4. Noting several Foxtail Palms have dead fronds that need to be pulled off next service.
5. **Diagnose and treat declining turf on Bibiana Way across the street from light pole #155. Is getting better and starting to fill in.**
6. Treat broadleaf turf weeds across the street from light pole #163 on Bibiana Way. (Pic. 6>)
7. Diagnose and treat declining turf on Bibiana Way on the Westend where it turns South across from light pole #166
8. Noting Oaks with yellow ribbon along Bibiana. I'm assuming these are the next phase of the Oak removal enhancement.
9. Large active ant mound bed across the street from light pole #176 on Bibiana Way.

10. Struggling Foxtail Palm across from light pole #212 on Rocio St. Where palms fertilized or injected recently?

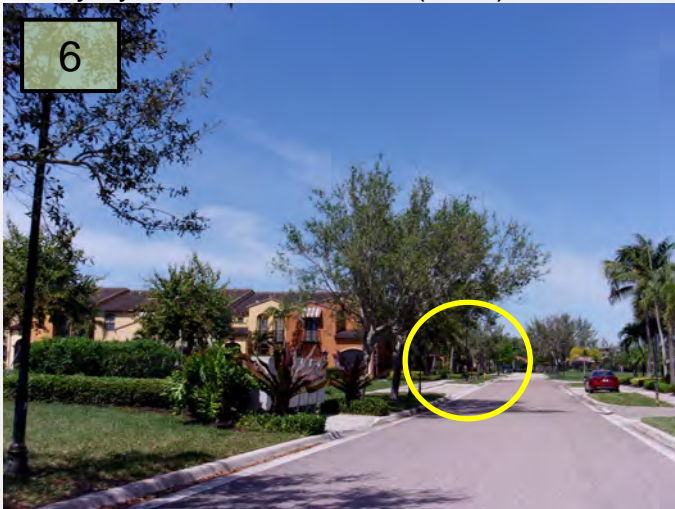
11. Remove vines growing on the Coco Plum at the mailbox kiosk on Adoncia Way.
12. Remove an Arboricola growing up in the Coco Plum at the mailbox kiosk on Adoncia Way.
13. Turf has started to fill in on Emilia St. but still has a way to go to get complete coverage.
14. Treat sedge in the turf on the lake side of Emilia St.
15. Diagnose and treat a declining Foxtail Palm just East of light pole #224 on Adoncia Way.
16. Schedule a pruning event to even out the Copperleaf at the mailbox kiosk on Olinda Way.
17. Noting Foxtail Palms on Tulio Way are starting to push out new growth.
18. Large weed growing up through the Coco Plum at the mailbox kiosk on Tulio Way.
19. Noting there were parts of Hermina, Tulio, and Adoncia that were blocked off during this inspection.



# Zone 3

1. There are a couple Oak trees that need the canopy lifted just South of Izarra Way overhanging Palba Way.

- 2. Active ant mound on the Northeast corner of Palba Way and Olinda Way intersection.
- 3. Treat broadleaf turf weeds by light pole #21 on Palba Way.
- 4. Noting bare areas on Palba Way ROW on the Southend where Oaks are flagged. Need a proposal once removed to fill in with turf.
- 5. Remove Oak sucker growth off the base of the tree on the Southeast corner of Izarra Way and Melosia St. intersection.
- 6. Raise the Oak canopy overhanging Izarra Way by the mailbox kiosk. (Pic 6)



- 7. Noting the Foxtail Palm across the street from light pole #289 is still chlorotic. Have these been injected with fertilizer?
- 8. Noting the bare areas where trees were removed behind light pole #291 and between #291 and light pole #290. Also, an area just West of #293.
- 9. Dead hanging Oak branch on the Southside of Izarra Way at the intersection with Paseo Grande Blvd.

10. Active ant mound on Olinda Way and Paseo Grande Blvd. intersection.

11. Not sure if the Foxtail Palm is going to survive on Nalda across the street from light pole #225. (Pic. 11)



12. Treat broadleaf turf weeds on Nalda St. on the condo ROW between the sidewalk and road.

13. There is grass growing up through the light pole #251. (Pic. 13)



14. Check the irrigation for coverage and time at light pole #285. It appears dry.

15. Need to raise an Oak canopy overhanging Liana St.

16. Treat the broadleaf turf weeds across the street from pickleball courts on Oliveria St.

## Zone 3

17. Check the irrigation time and coverage by the mailbox kiosk on Oliveria St. It appears dry.
18. Remove dirt and weeds in the concrete culvert at Kemena St. and Oliveria St. intersection. (Pic. 18)



19. Remove a couple dead palm fronds in the Foxtail Palms on Javiera Way.
20. Need to tip prune the newly installed Arboricola on Javiera Way ROW to even them out and prevent them from growing up 'leggy'.



## Zone 4

1. Noting new Copperleaf have been installed for the declining Golden Dewdrop Duranta at Sarita Ct. roundabout. Looks much better.
2. Treat broadleaf turf weeds at Sarita Ct. roundabout.
3. Remove large fruiting structure in the Royal Palm at Sarita Ct. roundabout.
4. Remove Mexican Petunia growing up through the Ixora at the Mercado Ct. roundabout.
5. Noting the turf looks better on the exit side of Provenca Ct. and Bibiana Way intersection but still less than desirable. Should fill in on its own.
6. **Pygmy Date palm still struggling at Provenca entrance. Will it survive? What is the latest status on this?**
7. Remove a dead Paurotis Palm stalk at the Provenca Ct. roundabout. (Pic. 7)
11. Remove a dead fruiting structure in the Royal Palm on Rosalinda Ct. roundabout.



8. Both entrance and exit sides of Rosalinda Ct. and Bibiana Way intersection, Pygmy Date Palms are in decline.
9. Treat sedge in turf at Felisa Ct.
10. Remove Mexican Petunia growing up in the Arboricola on Felisa Ct. roundabout.



# Zone 5

1. On the exit side of Paseo Dr. at Paseo Grande Blvd. intersection, there are 2 Magnolias leaning. I spoke with Pinnacle, and they don't feel they could be straightened without damaging the root ball system.
2. Noting a couple dead hanging palm fronds in the Coconut Palms just South of the bridge.
3. Noting still issues with the Copperleaf on the West ROW of Paseo Dr. Should these be a different species to thrive in this environment?
4. Improve the condition of the turf and repair a couple ruts on Paseo Dr. between Adelio Ln. and Dario Way. (Pic. 4)



5. Dead hanging palm frond on the corner of Paseo Dr. and Esteban Dr.
6. Treat active ant mounds along the paver sidewalk on Paseo Dr.
7. Treat small areas of sedge on Paseo Dr. ROW between Esteban Dr. and Hidalgo Ct.
8. Straighten the Ornamental Trees on Paseo Dr. ROW between Esteban Dr. North and Hidalgo Ct. (Pic. 8>)
9. Diagnose and treat Croton on the North ROW of Paseo Dr. just West of Hidalgo Ct. Remove any dead or diseased material.

10. Diagnose and treat the Jathropha on Paseo Dr. across the street from Hidalgo Ct.
11. Remove grass growing out of the light pole #362 on Paseo Dr.
12. It appears most of the fungus in the turf on Paseo Dr. is no longer active. There is one possible area that may need additional treatment across the street from light pole #362. (Pic. 12)



13. Investigate what appears to be a couple dead plants across the street from light pole #365 next to the electrical box on Paseo Dr. Remove any dead material.
14. Treat sedge in turf at the Paseo Dr. roundabout.



## Zone 6

1. Need to remove a Royal Poinciana limb overhanging the first house on the South side of Adelio Ln. (Pic. 1)



2. Check irrigation time and coverage for the front half of turf on Adora Ct. roundabout.
3. Treat broadleaf turf weeds and sedge on Dario Ct. roundabout.



## 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. Treat large active ant mound in front of light pole #353 on Esteban Dr.



## Zone 8

1. Remove a small Brazilian Pepper Tree growing up within the Arboricola on Hidalgo Ct.
2. Diagnose and treat a small area of declining turf on Falisto Pl. (Pic. 2)





# Proposals

1. Pinnacle to provide a proposal to flush cut a dead Coconut Palm on Penance Blvd. across the street from Musket Ln. Item #22 in zone 1 in this report.
2. Pinnacle to provide a proposal to remove 2 severely leaning Magnolia trees on the Northwest corner of Paseo Dr. and Paseo Grande Blvd. and replace them. Item #1 in zone 5 in this report.



# Tab 2

**HARDWOOD TREES**

Per Fort Myers Code of Ordinances	Botanical	Hardiness Zone	Leaf Type	Flower	Fruit	Attracts Wildlife	Height	Canopy	Roots	Native	Drought Tolerant	Sun	Characteristics	Link
Jacaranda	Jacaranda mimosifolia	9B to 11	Deciduous	Lavender; fragrant; April - Aug (often May)	3" round; brown	Does not attract	25 to 40	45 to 60	Large surface	No	High	Full	Fast growing; does well in poor soil; litter problem; susceptible to breakage; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST317">https://edis.ifas.ufl.edu/publication/ST317</a>
Southern Live Oak	Querus virginiana	7B to 10B	Semi-evergreen, Evergreen	Male yellowish; female reddish; early spring	3/4" Acorns	Attracts wildlife	60 to 80	60 to 120	Large surface	Yes	High	Full to partial	Moderate growing; trunk can be 4' diam - needs 8' away from walks, bldgs; litter problem; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST564">https://edis.ifas.ufl.edu/publication/ST564</a>
Slash Pine	Pinus elliottii densa	7A to 11	Evergreen, Needled Evergreen	Yellow, not showy	2-6" cones	Squirrels, mammals	75 to 100	35 to 50	Large surface	Yes	High	Full to partial	Fast growing; susceptible to breakage; litter problem; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST463">https://edis.ifas.ufl.edu/publication/ST463</a>
Southern Red Cedar	Juniperus silicicola	8 to 10B	Evergreen	Not showy	1/2" cone	Attracts birds	35 to 45	20 to 30	Not a prob	No	High	Full to partial	Fast growing; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST326">https://edis.ifas.ufl.edu/publication/ST326</a>
Yellow Poinciana	Peltophorum peterocarpum	10A to 11	Semi-evergreen	Yellow, fragrant, blooms May to Sep	4" pods	Does not attract	40 to 50	30 to 50	Large surface	Yes	Yes	Full	Fast growing; not invasive at this time; may become so; litter problem; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST434">https://edis.ifas.ufl.edu/publication/ST434</a>
Laurel Oak	Quercus laurifolia	6B to 10A	Semi-evergreen, Deciduous	yellow green in early spring	1/2" Acorns	Attracts wildlife	60 to 70	35 to 45	Problematic	Yes	Mod	Full to partial	Fast growing; trunk can be 4' diam - needs 8' away from walks, bldgs; litter problem; fall - yellow but not showy	<a href="https://edis.ifas.ufl.edu/publication/ST549">https://edis.ifas.ufl.edu/publication/ST549</a>
Southern Magnolia	Magnolia grandiflora	7A to 10A	Evergreen, Broadleaf Evergreen	creamy white, fragrant; spring to summer	3-5" in fall	Attracts birds and small mammals	60 to 80	30 to 40	Not a prob	Yes	Mod	Full to partial	Moderate growing; litter problem; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST371">https://edis.ifas.ufl.edu/publication/ST371</a>
Sweetbay Magnolia	Magnolia virginiana	5 to 10A	Deciduous, Semi-evergreen, Evergreen	White, lemon scent June to September	2" in late summer	Attracts birds	40 to 50	15 to 25	Not a prob	Yes	Low	Full to partial	Moderate growing; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST384">https://edis.ifas.ufl.edu/publication/ST384</a>
Sweetgum	Liquidambar styraciflua	5B to 10A	Deciduous	Yellow/green - early to mid spring	1 to 1 1/2"	Attracts birds	60 to 75	35 to 50	Large surface	Yes	No	Full to partial	Moderate growing; litter problem; fall - showy leaves	<a href="https://edis.ifas.ufl.edu/publication/ST358">https://edis.ifas.ufl.edu/publication/ST358</a>
Florida Elm	Ulmus American floridiana	8A to 9B	Deciduous	Inconspicuous, small green	1/2" to 1" Seedpods	Attracts wildlife	60 to 80	50 to 60	Extensive; shallow	Yes	Mod	Full to partial	Fast growing; tall, straight trunk; susceptible to breakage; litter problem; fall - yellow but not showy	<a href="https://edis.ifas.ufl.edu/publication/ST650">https://edis.ifas.ufl.edu/publication/ST650</a>
Golden Raintree/Shower	Keolreuteria elegans	5B to 9B	Deciduous	Yellow; late spring to early summer	1 1/2 to 2"	Does not attract	30 to 40	30 to 40	Not a prob	No	Yes	Full sun	Moderate growing; IFAS Caution; native to northern China and Korea; fall - showy yellow leaves	<a href="https://edis.ifas.ufl.edu/publication/ST338">https://edis.ifas.ufl.edu/publication/ST338</a>
Loblolly Bay	Gordonia lasianthus	7A to 9B	Evergreen, Broadleaf Evergreen	White in late spring	< 1/2"	Does not attract	35 to 60	10 to 15	Not a prob	Yes	Mod	Full to partial	Moderate growing; fall - showy scarlet leaves	<a href="https://edis.ifas.ufl.edu/publication/ST284">https://edis.ifas.ufl.edu/publication/ST284</a>
Red Maple	Acer rubrum	4A to 9B	Deciduous	Red or pink late winter/spring	3/4" to 1" helicopters	Squirrels, mammals	60 to 75	25 to 35	Large surface	Yes	Mod	Full to partial	Fast growing; susceptible to breakage; fall - showy yellow, red, purple	<a href="https://edis.ifas.ufl.edu/publication/ST041">https://edis.ifas.ufl.edu/publication/ST041</a>
Sycamore	Platanus occidentalis	4B to 9A	Deciduous	Red in spring	1/2" to 1"	Does not attract	75 to 90	50 to 70	Problematic	Yes	High	Full	Fast growing; litter problem; fall - yellow not showy	<a href="https://edis.ifas.ufl.edu/publication/ST484">https://edis.ifas.ufl.edu/publication/ST484</a>

Color Code John Fowler's feedback: **Green - recommended**; **yellow - use caution**; **red - not recommended**

Florida Friendly Alternatives	Botanical	Hardiness Zone	Leaf Type	Flower	Fruit	Attracts Wildlife	Height	Canopy	Roots	Native	Drought Tolerant	Sun	Characteristics	Link
Dahoon Holly	Ilex cassine	7A - 11	Evergreen	Green/wht late spring	1/4"	Attracts birds & mammals	20 to 30	8 to 12	Not a prob	Yes	Mod	Full to partial	Moderate growing; need to be planted in pairs (male/female); fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST299">https://edis.ifas.ufl.edu/publication/ST299</a>
Geiger	Cordia sebestena	10B to 11	Evergreen	Orange/abundant summer	1-2" oval	Does not attract	25 to 30	20 to 25	Not a prob	No	Yes	Full to partial	Slow growth; needs well drained soil; not pest resistant; litter is a problem	<a href="https://edis.ifas.ufl.edu/publication/ST182">https://edis.ifas.ufl.edu/publication/ST182</a>
Glossy Privet/Ligustrum	Ligustrum lucidum	8 to 11	Evergreen	white/gray	< 1/2"	Does not attract	25 to 40	25 to 35	Not a prob	No	Mod	Full to partial	Moderate growing; berries will stain concrete surfaces; little winter interest	<a href="https://edis.ifas.ufl.edu/publication/ST354">https://edis.ifas.ufl.edu/publication/ST354</a>
Gumbo Limbo	Bursera simaruba	10B to 11	Semi-evergreen	pale green	1/2"	Does not attract	25 to 50	25 to 50	problematic	Yes	Yes	Full to partial	Moderate growing; wind resistant; fall - interesting trunk coloring in	<a href="https://edis.ifas.ufl.edu/publication/ST104">https://edis.ifas.ufl.edu/publication/ST104</a>
Hong Kong Orchid	Bauhinia blakeana	9B to 11	Evergreen	red/pink/purple	no fruit	Does not attract	20 to 40	20 to 25	Not a prob	No	Yes	Full to partial	Moderate growing; susceptible to breakage; litters; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST088">https://edis.ifas.ufl.edu/publication/ST088</a>
Mahogany	Swietenia Mahagoni	10B to 11	Semi-evergreen, Evergreen	white/yellow	2-5"	Attracts small mammals	40 to 60	40 to 60	problematic	Yes	Yes	Full to partial	Fast growing; litter is a problem; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST608">https://edis.ifas.ufl.edu/publication/ST608</a>
Pigeon Plum	Coccoloba diversifolia	10B to 11	Evergreen	small white	1/3"	Attracts birds	20 to 40	20 to 35	Not a prob	Yes	Yes	Full to partial	Moderate growing; litter; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST174">https://edis.ifas.ufl.edu/publication/ST174</a>
Red Bay	Persea borbonia	7B to 11	Evergreen	greenish summer	1/2"	Attracts small mammals	30 to 50	30 to 50	Not a prob	Yes	Yes	Full to partial	Moderate growing; susceptible to breakage; litter; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST436">https://edis.ifas.ufl.edu/publication/ST436</a>
Satinleaf	Chrysolphyllum oliviforme	10B to 11	Evergreen	inconspicuous; white	3/4"	Does not attract	35 to 45	18 to 25	Not a prob	Yes	Mod	Full to partial	Slow growing; unusual, showy foliage/two toned green/copper; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST166">https://edis.ifas.ufl.edu/publication/ST166</a>
Shady Lady/Black Olive	Bucida buceras	10B to 11	Evergreen	yel/brown	1/2"	Does not attract	40 to 50	35 to 50	Not a prob	Yes	Yes	Full to partial	Fast growing; litter; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST102">https://edis.ifas.ufl.edu/publication/ST102</a>
Tabebuia Golden Trumpet	Tabebuia chrysotricha	10A to 11	Semi-evergreen, Deciduous	bright yellow; early spring	4 - 15"	Does not attract	25 to 35	25 to 35	Not a prob	No	No	Full	Fast growing; not storm resistant; fall - not showy	<a href="https://edis.ifas.ufl.edu/publication/ST614">https://edis.ifas.ufl.edu/publication/ST614</a>

# Tab 3

March 20, 2024  
Phase 3A Oak Tree Removal  
Bid Breakdown

Scope Attached

Vendor	Oak Removal (ea)	Pigeon Plum Removal (ea)	Backfill Soil (CY)	Irrig. Repair Allowance*	Total
AmeriScape	\$460.00	\$180.00	\$180.00	**	\$20,840.00
Anchor Tree Service	\$375.00	\$150.00	**	**	\$16,575.00
Crawford Landscaping	**	**	**	\$500.00	\$19,825.00
EarthTech Environmental	**	**	**	**	\$41,500.00
GreatView Lawn Care	\$350.00	\$180.00	\$200.00	**	\$16,390.00
Joshua Tree	**	**	**	**	\$38,661.42

\*Irrigation Repair Allowance - only billed if needed and is in addiiton to total bid price.

\*\*Breakdown Not Provided

# Paseo Tree Removal & Stump Grinding

## Request for Proposal

### A. SCOPE OF SERVICES

Furnish all labor, materials, and equipment to remove and grind the stumps for 41 District-owned Live Oaks and 8 Ornamental trees, in the maintenance strip from curb to sidewalk in the Paseo CDD.

The locations of the trees are as follows:

#### **East of Paseo Grande**

- Light posts 11 to 15/Buildings 62 to 64: 6 live oaks (Palba Way)
- Light posts 253 to 257/Buildings 92 to 94: 14 live oaks (Nalda Street)
- South of Building 117: 2 ornamentals pigeon plums (compromised) end of Nalda

#### **West of Paseo Grande**

- Light posts 168 to 173/Buildings 3 to 8: 14 live oaks (Bibiana Way)
- South of Buildings 10 to 12: 6 ornamentals pigeon plums along fence line Delicia St.
- Light posts 186 to 189/Buildings 23 to 25: 7 live oaks (Tulio Way)

You can view the locations of the trees via the Paseo CDD GIS System. The link is available via [paseocdd.org](http://paseocdd.org) click on links then GIS. All vendors are encouraged to visit the site. If you will be visiting the site, please notify us so that we can arrange for our Field Manager to be present.

Each tree must be removed completely, including general clean-up and restoration of damaged existing landscaping and structures. Each tree removed shall have its root ball and stump, stump ground to remove as much the root ball as possible. The root ball and stump must be removed to a depth no shallower under than 12 inches under the existing turf line or grade. All depressions from removed root balls and stumps must be filled in to prevent tripping hazards and to avoid aesthetic deficiencies. Irrigation damage incurred during removals or for any reason caused by the contractor must be repaired.



9220 Bonita Beach RD  
 Suite 101  
 Bonita Springs, FL 34135

Office Phone: (239) 368-5127 WWW.MYAMERISCAPE.COM

# Estimate

Date	Estimate No.
3/12/2024	22306-3

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

**\*\*Due to current market prices on fuel and materials, prices are subject to change without notice\*\***

VALID FOR 10 DAYS

**For any Scheduling Questions Please dial (239) 368-5127, EXT 125**

Description	Qty	Rate	Total
Proposal to Remove the following trees, remove rootball and stump to a depth no shallower under than 12 inches under the existing turf line or grade. Including general clean-up and restoration of damaged existing landscaping and structures Depressions from removed rootballs and stumps will be filled in to prevent tripping hazards and to avoid aesthetic deficiencies and any irrigation damage incurred during removals or for any reason will be repaired.			
East of Paseo Grande			
Light posts 11 to 15/Buildings 62 to 64: 6 live oaks at Palba Way	6	460.00	2,760.00
Light posts 253 to 257/Buildings 92 to 94: 14 live oaks at Nalda Street	14	460.00	6,440.00
South of Building 117: 2 ornamentals pigeon plums at the end of Nalda	2	180.00	360.00
West of Paseo Grande			
Light posts 168 to 173/Buildings 3 to 8: 14 live oaks at Bibiana Way	14	460.00	6,440.00
South of Buildings 10 to 12: 6 ornamentals pigeon plums along fence line Delicia St	6	180.00	1,080.00
Light posts 186 to 189/Buildings 23 to 25: 7 live oaks at Tulio Way	7	460.00	3,220.00
3 Yards of soil to back fill low areas once trees have been stump grinded and any lateral route .	3	180.00	540.00
Sales Tax		0.00%	0.00

APPROVED BY: \_\_\_\_\_

<b>Total</b>	<b>\$20,840.00</b>
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**We follow Florida law regulations: We will not start any work that requires digging before having the public utilities mark and cleared.**

**PRIVATE lines, wiring, utilities are not marked by Sunshine 811 and is the responsibility of the homeowner to notify Ameri-Scape of such.**

**Ameri- Scape will not be held liable for any damages if Notification of location of Private Utilities are not timely reported.**

**Warranty is good for 30 Days on Plants/ Shrubs, 15 Days on Sod, and 90 Days on Palms & Trees. Warranty does not include improper care by owner, any major storms, severe drought, and / or acts of God, mother nature as animal damage. There is no warranty on transplanted plant material or material NOT provided by Ameri-Scape. If Invoice is not paid within terms, warranty is voided.**



**Anchor Tree Service**  
 Phone # 239-354-0973  
 sales@anchortreeservices.com

# Estimate

Date	Estimate #
	53404

Rissetta and Company  
,

We hereby submit specifications and estimates for the project described below. Anchor Tree Service proposes to furnish all labor, materials and equipment necessary to complete the project. All work will be done in accordance with the terms and conditions stated in this estimate. Estimate is valid for 30 days from date of issue. Payment in full is due upon completion of job and receipt of invoice. Accounts not paid within 30 days subject to a 1-1/2% per month service charge on unpaid balances (18% annually). Should it become necessary to collect monies due resulting from this sale, you hereby agree to pay all costs of such collection. Anchor Tree Service not responsible for damages to underground utilities, lighting, etc. resulting from stump grinding.

Description	Quantity	Price	Subtotal
<b>Cut, remove &amp; stump grind</b> Oak trees won't south side of community	41.0	\$375.00	\$15,375.00
<b>Cut, remove &amp; stump grind</b> Pigeon plums	8.0	\$150.00	\$1,200.00
<b>Total:</b>			<b>\$16,575.00</b>

The undersigned has read and accepts this proposal and all of its terms and conditions listed as a binding contract.

[ ] **Approved Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# CRAWFORD LANDSCAPING

2360 Catawba Street, Naples, FL 34120 O: 888.581.5151  
www.DiscoverCrawford.com F: 239.594.9832

## TREE SURGERY PROPOSAL

Paseo CDD Tree Removal  
and Stump Grinding.

Name \_\_\_\_\_  
Work Address \_\_\_\_\_

City, State, Zip bblandon@rizzetta.com

Billing Address \_\_\_\_\_

City, State, Zip attn: Belinda Blandon

CLIENT / PROPOSAL # \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Fax # \_\_\_\_\_ Cell # \_\_\_\_\_

Remove 41 Live Oaks and 8 Pigeon  
Plum trees located around the  
frontage wall on District Property.

As stated in contract, roots to  
be ground down to at least  
12" below grade unless  
prohibited due to the depth of  
utilities.

Area to be raked to grade  
of surrounding turf.

\$19,825.00

Suggested amount to put aside  
for irrigation system repair

\$500

This amount to be used to repair  
breaks at TEM. Non used portion  
of \$500 will not be charged  
to HOA. after repairs are made

Removals \$19,825  
irrigation \$500

Prepared By Phil Buck Date March 12, '24

Client Approval \_\_\_\_\_ Date \_\_\_\_\_

Certified Arborist # 50-1088 B

Phone: 239-253-4008

Email: pbuck@discovercrawford.com

## QUESTIONNAIRE

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

Bidders are required to submit supporting data regarding the firm's qualifications and suitability for the work to be performed including the following information in form and substance satisfactory to the District. Add additional pages as necessary for complete responses.

1) Provide evidence of past performance of providing bid described services for similar projects within the past five years. Give a brief description of contracts with location, date of contract and the name, address, and phone number of contacts. (If bidder is currently servicing or has serviced the District satisfactorily within the last two (2) years, then this information is not needed.)

Verona Walk HOA. Shannon Roughgarden 12/23 - removal  
of approx 50 Live Oaks with stump grinding. 239.841.3818  
10/22. removal of 42 Live Oaks with stump grinding. All  
trees within Verona Walk Community. Still work with them

2) List of firm's current personnel and equipment related to this work.

62' aerial bucket                      2 Vermeer Stump Grinding machines  
52' aerial bucket                      1 Prentice Loader for log removal.  
42' aerial bucket                      11 professional Arbor Employees  
3 chip trucks  
3 Vermeer Brushgrinders

3) Contractors should investigate and determine if they hold the necessary license(s) prior to bid submittal. Please list firm's current license(s).

Collier County. Tree Service and Stump Grinding. Pest Control,  
Irrigation. Landscape Restricted  
Lee County. Pest Control. Irrigation/Lawn Sprinklers Professional  
Landscaping

PHIL Buck. Board Certified Master Arborist 50.1088B

## Paseo CDD Tree Removal and Stump Grinding Request For Proposal

- **Business licenses – attached**
- 
- 
- **3 Commercial References**
  - Shannon Roughgarden, KW Property Management, Verona Walk HOA  
239-841-3818
  - Greg Anderson, Colliers Reserve HOA 941-889-9809
  - Pete Wenzel, Lexington Country Club 239-872-2222
  
- **Key Personnel**
  - Phil Buck, Board Certified Master Arborist
  - 5 Tree Pruning and Removal Specialists, 4 CDL Truck Drivers, 2 Groundsmen
  
- **Equipment**
  - 60 foot Aerial Lift
  - 52 foot Aerial Lift
  - 40 foot Aerial Lift
  - 26 foot working height Pole Cat Aerial lift
  - 60 foot spider track lift
  - 2 Vermeer 1800 Brush Chippers
  - 1 Vermeer 1500 Brush Chipper
  - 2 Vermeer Stump Grinders
  - 4 Chip trucks



## Local Business Tax Receipt

CRAWFORD LANDSCAPING GROUP LLC  
BUCK PHILIP L  
2360 CATAWBA ST  
NAPLES, FL 34120

Dear Business Owner:

Your 2023 - 2024 Lee County Local Business Tax Receipt is attached below for account number / receipt number: 1044724 / 1604376

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

### 2023-2024 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

**Account Number:** 1044724  
**Receipt Number:** 1604376  
**State License Number:** JB128766

**Location:**  
2360 CATAWBA ST  
NAPLES, FL 34120

CRAWFORD LANDSCAPING GROUP LLC  
BUCK PHILIP L  
2360 CATAWBA ST  
NAPLES, FL 34120

**Account Expires: September 30, 2024**

May engage in the business of:	
PEST CONTROL SERVICE - INDIVIDUAL	
<b>THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY</b>	

Payment Information:	
<b>PAID</b> INT-00-01417221	08/16/2023
	\$ 50.00



## Local Business Tax Receipt

CRAWFORD LANDSCAPING GROUP LLC  
MAHAN WILLIAM K  
2360 CATAWBA ST  
NAPLES, FL 34120-3821

Dear Business Owner:

Your 2023 - 2024 Lee County Local Business Tax Receipt is attached below for account number / receipt:  
number: **1010955 / 0702375**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

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### 2023-2024 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

**Account Number: 1010955**  
**Receipt Number: 0702375**  
**State License Number:**

**Location:**  
2360 CATAWBA ST  
NAPLES, FL 34120

CRAWFORD LANDSCAPING GROUP LLC  
MAHAN WILLIAM K  
2360 CATAWBA ST  
NAPLES, FL 34120

**Account Expires: September 30, 2024**

May engage in the business of:

IRRIGATION / LAWN SPRINKLER CONTRACTOR

**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

Payment Information:

**PAID** INT-00-01417221      08/16/2023  
\$ 50.00



# Local Business Tax Receipt

CRAWFORD LANDSCAPING GROUP LLC  
MAHAN KEITH  
2360 CATAWBA ST  
NAPLES, FL 34120

Dear Business Owner:

Your 2023 - 2024 Lee County Local Business Tax Receipt is attached below for account number / receipt:  
number: 1032774 / 1401379

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

## 2023-2024 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1032774  
Receipt Number: 1401379  
State License Number: RB002058-2

Location:  
2360 CATAWBA ST  
NAPLES, FL 34120

CRAWFORD LANDSCAPING GROUP LLC  
MAHAN KEITH  
2360 CATAWBA ST  
NAPLES, FL 34120

Account Expires: September 30, 2024

May engage in the business of:
PROFESSIONAL LANDSCAPING COMPANY
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:
PAID INT-00-01417221 08/16/2023
\$ 170.00



**EARTH TECH ENVIRONMENTAL**

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

# Proposal

**ADDRESS**

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

**PROPOSAL #** 3097

**DATE** 03/12/2024

**EXPIRATION DATE** 04/30/2024

**PROJECT MANAGER**

donnb@eteflorida.com

**PROJECT NO.**

130101.1

**PROJECT NAME**

PASEO CDD TREE REMOVAL

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<p>Paseo CDD Tree Removal &amp; Stump Grinding: Earth Tech Environmental LLC will furnish all labor, materials, and equipment to remove and grind the stumps for 41 District-owned Live Oaks and 8 Ornamental trees, in the maintenance strip from curb to sidewalk in the Paseo CDD.            The locations of the trees are as follows:</p> <p><b>Ecosystem Restoration/ Maint Tasks:Tree Removal</b></p> <p>East of Paseo Grande</p> <ul style="list-style-type: none"> <li>• Light posts 11 to 15/Buildings 62 to 64: 6 live oaks (Palba Way)</li> <li>• Light posts 253 to 257/Buildings 92 to 94: 14 live oaks (Nalda Street)</li> <li>• South of Building 117: 2 ornamentals pigeon plums (compromised) end of Nalda</li> </ul> <p>West of Paseo Grande</p> <ul style="list-style-type: none"> <li>• Light posts 168 to 173/Buildings 3 to 8: 14 live oaks (Bibiana Way)</li> <li>• South of Buildings 10 to 12: 6 ornamentals pigeon plums along fence line Delicia St.</li> <li>• Light posts 186 to 189/Buildings 23 to 25: 7 live oaks (Tulio Way)</li> </ul> <p>Each tree must be removed completely, including general clean-up and restoration of damaged existing landscaping and structures. Each tree removed shall have its root ball and stump, stump ground to remove as much the root ball as possible. The root ball and stump must be removed to a depth no shallower under than 12 inches under the existing turf line or grade. All depressions from removed root balls and stumps must be filled in to prevent tripping hazards and to avoid aesthetic deficiencies. Irrigation damage incurred during removals or for any reason caused by the contractor must be repaired.</p> <p>Day Rate: The contractor will provide an hourly rate for any work not covered above. The rate should be based on cost of manpower and all equipment necessary to perform the tree removals. Hourly rate for a crew of two (2) or more men/bucket truck/chipper/equipment.</p> <p>Earth Tech Environmental LLC will provide a 5 man crew - chipper, chip truck &amp; supporting equipment for a DAY RATE of \$550 PER HOUR</p>	1	41,500.00	41,500.00

Earth Tech Environmental LLC and its qualified subcontractors will provide the above-listed services at Paseo CDD. If you agree to these services please send a signed copy of this proposal to donnb@eteflorida.com for work to be scheduled.

TOTAL

**\$41,500.00**

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

Office : 239-304-0030 Fax: 239-324-0054



# Paseo Tree Removal & Stump Grinding

## Request for Proposal

### A. SCOPE OF SERVICES

Furnish all labor, materials, and equipment to remove and grind the stumps for 41 District-owned Live Oaks and 8 Ornamental trees, in the maintenance strip from curb to sidewalk in the Paseo CDD.

The locations of the trees are as follows:

#### **East of Paseo Grande**

- Light posts 11 to 15/Buildings 62 to 64: 6 live oaks (Palba Way)
- Light posts 253 to 257/Buildings 92 to 94: 14 live oaks (Nalda Street)
- South of Building 117: 2 ornamentals pigeon plums (compromised) end of Nalda

#### **West of Paseo Grande**

- Light posts 168 to 173/Buildings 3 to 8: 14 live oaks (Bibiana Way)
- South of Buildings 10 to 12: 6 ornamentals pigeon plums along fence line Delicia St.
- Light posts 186 to 189/Buildings 23 to 25: 7 live oaks (Tulio Way)

You can view the locations of the trees via the Paseo CDD GIS System. The link is available via [paseocdd.org](http://paseocdd.org) click on links then GIS. All vendors are encouraged to visit the site. If you will be visiting the site, please notify us so that we can arrange for our Field Manager to be present.

Each tree must be removed completely, including general clean-up and restoration of damaged existing landscaping and structures. Each tree removed shall have its root ball and stump, stump ground to remove as much the root ball as possible. The root ball and stump must be removed to a depth no shallower under than 12 inches under the existing turf line or grade. All depressions from removed root balls and stumps must be filled in to prevent tripping hazards and to avoid aesthetic deficiencies. Irrigation damage incurred during removals or for any reason caused by the contractor must be repaired.

### B. AWARD OF BID

The District reserves the right to award the bid in a manner that best serves the interests of the Paseo CDD.

### C. LICENSES

1. Copy of current and previous year's Contractor's Licenses (2 total) from bidding vendor to perform requested services within Florida, must be submitted with the bid. All licenses/certificates shall have the current name and address of bidder. If bidder has moved within the last two (2) years, then it must document as such with a written explanation and submit with bid, failure to do so may be cause for rejection of bid. Failure to supply copies of license(s) with the bid will be cause for rejection of bid.

2. Licenses must be valid/current and must be maintained throughout the duration of the contract and submitted to the District Manager as necessary. Furthermore, the contractor, for the duration of the contract shall comply with all federal, state, and local rules, regulations, and licensing requirements.

3. Bidder may submit any other state licenses, certificates, or other licensure, which will further demonstrate its capabilities.

#### D. INSURANCE

Successful contractor(s) shall furnish proof of insurance as required per the District.

#### E. CONDUCT

The contractor and his employees will conduct themselves in such a manner as to avoid embarrassment to the Paseo CDD and shall at all times be courteous to the public. Proper safety equipment shall be worn at all times.

#### F. CONTRACTORS EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance, and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State DOT standards while working on City, County, or State roads as a sub-contractor of the District.

#### G. DISPOSAL OF DEBRIS

The contractor shall dispose of all debris and other materials gathered from the described work, off-site in compliance with City and County Laws.

#### H. SCHEDULING OF WORK

1. The District has provided a map showing the locations of the trees to be removed. The Contractor will have 20 business days including the day of notification to complete all aspects of the requested work. This does not include the time frame for underground utility locates to be called in.

2. All work will be performed Monday through Friday unless prior approval has been obtained from the District Manager.

3. The Contractor within three (3) working days from notification must correct work deficiencies and/or problems pointed out by District Manager.

#### I. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Invoices shall be submitted after work is completed with a detailed description of the work performed. This will include location, quantities, species and caliper.

2. The successful bidder(s) will meet with District Manager and set up procedures prior to the start of work.

#### J. NON-PERFORMANCE

The District reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The District may withhold part or all payments due to the Contractor until correction is made.

#### K. QUALIFICATIONS

The Contractor shall be licensed with a minimum of two (2) years' experience in tree removal & stump grinding and preferably, in commercial landscaping. All bidders shall provide, with their bid proposal, a list of at least three (3) commercial references, a list of personnel and equipment. The District reserves the right to contact these as references, in order to determine the competency of the Contractor. In addition, the licenses and experience of the designated contact person shall be supplied at bid opening.

#### L. GENERAL OBJECTIVES

1. The objective of these specifications is to define the conditions under which District palm and/or deciduous trees are to be removed and the stumps ground.
2. All hazardous trees and/or hazardous conditions shall be reported to the District Manager immediately. This would be any situation that could cause injury to people or damage to property.
3. The successful bidder shall furnish all supervision, labor, tools, equipment, materials, etc., necessary to grind the stump down 12 inches below grade. If the contractor believes that they will be unable to grind a location down 12 inches, they must contact the District Manager. The hole will be backfilled to existing grade. All excess material that is a result of stump grinding shall be hauled away and the site shall be raked, level and smooth. This will also include any and all above ground and below ground roots associated with the stump.

#### M. MISCELLANEOUS

The contractor is to provide an hourly rate for any work not covered above. The rate should be based on cost of manpower and all equipment necessary to perform the tree removals. Hourly rate for a crew of two (2) or more men/bucket truck/chipper/equipment.

#### N. LOCATION OF HARDWOODS/PALMS

Hardwoods and palms will be located mostly in rights-of-way of roads and parks. The contractor shall provide trained staff and equipment needed to climb and take down trees/palms that require said work.

#### O. INSPECTION

A District Representative may make visits to the site at intervals appropriate to the various stages of removal to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents.

#### P. REJECTING DEFECTIVE WORK

The District Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. District Management will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. The District will notify the contractor within three (3) working days, in writing, of unacceptable work. If work has been rejected, contractor shall correct all defective work promptly and

bear all costs to correct the defective work. If the contractor fails within a reasonable time after written notice to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the District may correct and remedy any such deficiency, and withhold payments to the contractor for unfinished and/or unacceptable work.

#### Q. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

1. Contractor shall assume full responsibility for any damage to any property including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.

2. The contractor upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the opinion of the District Manager. The contractor shall comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, shall not be permitted unless prior arrangements have been made with District Management and other agencies having jurisdiction over the street to be closed.

#### R. PROTECTION OF OVERHEAD UTILITIES

The removal operations may be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage due to his operations. The contractor shall make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

#### S. PROTECTION OF UNDERGROUND UTILITIES

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

#### T. TRAFFIC CONTROL

1. Contractor will be required to furnish traffic control as needed or as required by the State of Florida.

2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads as a sub-Contractor of Paseo CDD.

## QUESTIONNAIRE

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

Bidders are required to submit supporting data regarding the firm's qualifications and suitability for the work to be performed including the following information in form and substance satisfactory to the District. Add additional pages as necessary for complete responses.

1) Provide evidence of past performance of providing bid described services for similar projects within the past five years. Give a brief description of contracts with location, date of contract and the name, address, and phone number of contacts. (If bidder is currently servicing or has serviced the District satisfactorily within the last two (2) years, then this information is not needed.)

Earthtech is current vendor

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2) List of firm's current personnel and equipment related to this work.

All equipment less than 4 years old	4 - Vermeer 18" chipper
	5 - Chip Box Trucks 20 yarders
	1 - Grapple Truck 30 yard
	1 - Vermeer Stump Grinder SC48TX Stump Cutter
	1 - Vermeer Stump Grinder SC292 Stump Cutter
	1 - Mini Skid Vermeer
	3 - Wheel Loaders 1/2 yard
	Trailers and additional supporting equipment

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3) Contractors should investigate and determine if they hold the necessary license(s) prior to bid submittal. Please list firm's current license(s).

See attachments

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17163







# GREATVIEW LAWN CARE

PO Box 367631  
Bonita Springs, FL 34136  
(239) 676-7096  
Office@greatviewlc.com

## Estimate

**ADDRESS**

Paseo Community Development  
District  
3434 Colwell Avenue  
Suite 200  
Tampa, FL 33614 United States

ESTIMATE #	DATE
17144	03/12/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Grinding Removal	• Light posts 11 to 15/Buildings 62 to 64: 6 live oaks (Palba Way)	6	350.00	2,100.00
Grinding Removal	Light posts 253 to 257/Buildings 92 to 94: 14 live oaks (Nalda Street)	14	350.00	4,900.00
Grinding Removal	South of Building 117: 2 ornamentals pigeon plums (compromised) end of Nalda	2	180.00	360.00
Grinding Removal	Light posts 168 to 173/Buildings 3 to 8: 14 live oaks (Bibiana Way)	14	350.00	4,900.00
Grinding Removal	South of Buildings 10 to 12: 6 ornamentals pigeon plums along fence line Delicia St.	6	180.00	1,080.00
Grinding Removal	Light posts 186 to 189/Buildings 23 to 25: 7 live oaks (Tulio Way)	7	350.00	2,450.00
Top Soil Per Yard	Soil to backfill areas where trees will be stump grind and any roots above ground removed to level areas .	3	200.00	600.00
Tree removal and Stump grind	Proposal to flush cuts oak trees , pigeon plum ornamental trees. Stump grind root balls ,remove debris and back fill each location so that is level .	1	0.00	0.00

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

TOTAL

**\$16,390.00**

If this estimate is approved our Irrigation Division will show up after installation is completed and will check for 100% coverage. An additional invoice will be presented separate from this estimate at Time and Material basis if needed.

Accepted By

Accepted Date

Thank you for your business.  
Please contact us with any questions.

**2023-2024**  
**LEE COUNTY LOCAL BUSINESS TAX RECEIPT**

**Account Number: 1058387**  
**Receipt Number: 1902692**  
**State License Number:**

**Account Expires: September 30, 2024**

**Location:**

8841 WEST TERRY ST UNIT 6005  
BONITA SPRINGS, FL 34135

GREATVIEW LAWN CARE LLC  
GREATVIEW LAWN CARE LLC  
RAMIRO MENDOZA  
8841 WEST TERRY ST UNIT 6005  
BONITA SPRINGS, FL 34135

May engage in the business of:

LAWN AND/OR LANDSCAPING SERVICE

**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

Payment Information:

PAID INT-00-01348645

07/20/2023

\$ 50.00

**2022 - 2023**  
**LEE COUNTY LOCAL BUSINESS TAX RECEIPT**

**Account Number: 1058387**  
**Receipt Number: 1902692**  
**State License Number:**

**Account Expires: September 30, 2023**

**Location:**

8841 WEST TERRY ST UNIT 5005  
BONITA SPRINGS, FL 34135

GREATVIEW LAWN CARE LLC  
GREATVIEW LAWN CARE LLC  
RAMIRO MENDOZA  
8841 WEST TERRY ST UNIT 6005  
BONITA SPRINGS, FL 34135

May engage in the business of:

LAWN AND/OR LANDSCAPING SERVICE

**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

Payment Information:

**PAID** B10-00-00365417

08/15/2022

\$ 53.00



# The International Society of Arboriculture

Hereby Announces That

*Nicholas Mendoza*

Has Earned the Credential

## ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



*Caitlyn Pollihan*  
Caitlyn Pollihan  
CEO & Executive Director

11 November 2014

Issue Date

31 December 2026

Expiration Date

FL-6670A

Certification Number





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2023

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).

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068		<b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc. <b>PHONE (A/C. No. Ext):</b> 1-800-524-7024 <b>FAX (A/C. No.):</b> <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Technology Insurance Company, Inc.	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> GREATVIEW LAWN CARE LLC  PO BOX 367631  Bonita Springs FL 34136		<b>NAIC #</b> 42376	

**COVERAGES**

CERTIFICATE NUMBER: 3217601

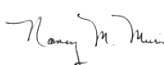
REVISION NUMBER:

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	N	TWC4269285	05/18/2023	05/18/2024 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Greatview Lawn Care PO Box 367631  Bonita Springs FL 34136	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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2023

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  
**Plymouth Insurance Agency**  
2739 US Hwy 19 North  
Holiday, FL 34691

CONTACT NAME:  
PHONE (A/C, No, Ext): **727-682-4040** FAX (A/C, No): **877-491-7980**  
E-MAIL ADDRESS: **certs@plymouthinsuranceagency.com**

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : <b>PENN-AMERICA INSURANCE COMPANY</b>	<b>32859</b>
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED **Greatview Lawn Care LLC**  
PO Box 367631  
8841 W Terry St #6005 Bnita Spgs 34135  
Bonita Springs, FL 34135

OVERAGES 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.

SR	TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>X</b>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			<b>PAV0434528</b>	<b>4/21/2023</b>	<b>4/21/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>Included</b>
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)  
**"PROOF OF INSURANCE AND/OR BIDDING PURPOSES ONLY"**

CERTIFICATE HOLDER  
**GREATVIEW LAWN CARE LLC**  
PO BOX 367631  
BONITA SPRINGS, FL 34135

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

**QUESTIONNAIRE**

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

Bidders are required to submit supporting data regarding the firm’s qualifications and suitability for the work to be performed including the following information in form and substance satisfactory to the District. Add additional pages as necessary for complete responses.

1) Provide evidence of past performance of providing bid described services for similar projects within the past five years. Give a brief description of contracts with location, date of contract and the name, address, and phone number of contacts. (If bidder is currently servicing or has serviced the District satisfactorily within the last two (2) years, then this information is not needed.)

\_\_\_\_ (1) - Ameri-Scape of SW Florida, Inc. 9220 Bonita Beach Road Suite 101 Bonita Springs, FL 34135  
\_\_\_\_ Javier Pineda (239) 410-6463 \_\_\_\_\_.

\_\_\_\_ 01/08/2023 Ravenna in Pelican Preserve. (Flush cut and stump grind) \_\_\_\_\_.  
\_\_\_\_ 01/11/2023 Pelican Preserve (47 stump grind) \_\_\_\_\_.

\_\_\_\_ (2) – Mission Monterey HOA. C/O GPM 1319 Miramar St. Suite 101 Cape Coral, FL 33904 Carol  
\_\_\_\_ Blankenship (Board President) (812) 525-7661 \_\_\_\_\_.  
\_\_\_\_ 07/12/2023 Flush cut and stump grind, 02/21/2023 Flush cut \_\_\_\_\_.

\_\_\_\_ (3) – Milano Recreation Association. Frankly Coastal Property Management 4985 Tamiami Trail  
\_\_\_\_ East Naples, FL 34113 Erika Kiah (Board member) (239) 980-3458 \_\_\_\_\_.  
\_\_\_\_ 11/07/2023 flush cut and stump grind \_\_\_\_\_.

2) List of firm’s current personnel and equipment related to this work.

\_\_\_\_ 2- Dump trucks, 2- wood chippers, 3- Chainsaws, 2- blowers, 1- stump grinde, \_\_\_\_\_.  
\_\_\_\_ 6- man crew \_\_\_\_\_.

3) Contractors should investigate and determine if they hold the necessary license(s) prior to bid submittal. Please list firm’s current license(s).

\_\_\_\_ Lee County Local Business and Certificate Arborist \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## ESTIMATE #13483

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SENT ON:

Mar 13, 2024

---

RECIPIENT:

**Paseo Community Development District**

11611 Paseo Grande Boulevard

Fort Myers, Florida 33912

Arborist : Ryan

SENDER:

**Joshua Tree, INC**

2620 Brightside Court

Cape Coral, Florida 33991

Email: [jtooffice@myjoshuatree.com](mailto:jtooffice@myjoshuatree.com)

Website: <https://myjoshuatree.com/>



# ESTIMATE #13483

SENT ON:

Mar 13, 2024

Product/Service	Description	Qty.	Unit Price	Total
Tree removal	<p>Remove (41) Live Oak Trees (8) Ornamental Trees</p> <p>East of Paseo Grande            • Light posts 11 to 15/Buildings 62 to 64: 6 live oaks (Palba Way)            • Light posts 253 to 257/Buildings 92 to 94: 14 live oaks (Nalda Street)            • South of Building 117: 2 ornamentals pigeon plums (compromised) end of Nalda</p> <p>West of Paseo Grande            • Light posts 168 to 173/Buildings 3 to 8: 14 live oaks (Bibiana Way)            • South of Buildings 10 to 12: 6 ornamentals pigeon plums along fence line Delicia St.            • Light posts 186 to 189/Buildings 23 to 25: 7 live oaks (Tulio Way)</p> <p>Joshua Tree inc. will Provide:            1 Manager            3 Supervisors            12 Crew members</p> <p>Roadway Tree Work Caution Signs            Cones per each vehicle utilized            Fluorescent Green Shirts/vest</p> <p>Equipment utilized in project.            (3) Bucket Trucks            (2) Vermeer Sc70 Stump Grinders            (2) Grapple Trucks - 70 yard - 50 Yard            (3) Vermeer Mini Skids</p> <p>All Removals will be preformed in accordance to Arborist ANSI Z133 Standards.</p> <p>Bucket trucks will be utilized to safely lower material to the ground.</p> <p>811 will be contacted prior to locate underground utilities.            Stumps: Stumps will be ground 12" deep.            Structural roots nearby stumps will be ground.            The ground will be leveled and prepped</p> <p>(All) Horticulture material to be hauled off-site to proper Facility.</p>	1	\$38,661.42	\$38,661.42
Additional photo		1	\$0.00	\$0.00



# ESTIMATE #13483

SENT ON:

Mar 13, 2024

Product/Service	Description	Qty.	Unit Price	Total
Additional photo		1	\$0.00	\$0.00
Additional photo		1	\$0.00	\$0.00
Additional photo		1	\$0.00	\$0.00
Certificate of insurance		1	\$0.00	\$0.00
Certificate of insurance continued		1	\$0.00	\$0.00
License		1	\$0.00	\$0.00
Mini Skids	12	1	\$0.00	\$0.00
Stump Grinders	16	1	\$0.00	\$0.00
Bucket Trucks	13	1	\$0.00	\$0.00
Additional		1	\$0.00	\$0.00
Additional		1	\$0.00	\$0.00
Additional		1	\$0.00	\$0.00
Dump trucks	6	1	\$0.00	\$0.00
Additional		1	\$0.00	\$0.00
Grapple trucks	3	1	\$0.00	\$0.00

**Total** **\$38,661.42**

This quote is valid for the next 30 days, after which values may be subject to change. All debris will be hauled off site & disposed of in a proper facility. All work will be performed to ANSI A300 Standards with an Arborist on site at all times. Joshua Tree, INC is not responsible for damage to underground utilities or irrigation when stump grinding services are performed. Please note: Tree service involves the use of equipment & machinery and may result in some minor damage to the surrounding area, such as turf, plants, and/or landscaping. Late charge of 1.5% shall be charged per month (18% per year) for all invoices outstanding after 30 days, client agrees to pay all attorney fees associated with collections if needed. Please note: Credit cards provided for deposits may be charged for the remaining balance upon completion of services. Joshua Tree Inc is not responsible for discovery or identification of hidden or otherwise non-observable hazards. Observations do not include individual testing or analysis and does not



# ESTIMATE #13483

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SENT ON:

Mar 13, 2024

## Notes Continued...

include aerial or sub-soil inspection. Any reference to time frame is not a guarantee for tree stability. Records may not remain accurate after inspection due to variable deterioration of inventoried materials. Extreme weather or unforeseeable events may cause tree failure. Joshua Tree Inc provides no warranty with respect to the fitness and health of trees for any use or purpose whatsoever. Thank you for choosing Joshua Tree Inc for your arbor services, if you have any questions please contact us at 239-888-6817.

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

# Tab 4



# **Flowguard Campus Controls**

# Flowguard Campus Controls Manages the Refill Activity for You (Based on Level, Irrigation Usage, CUP, Etc.) (Level was satisfied so the refill did not wastefully run.)

FG3 Desktop - Pump & Valve Control

Command Windows Help

## Hoover flowguard 8803 - Red Sox Campus

Campus Overview

Overview Schedule Water Volume

Select Site Logout

### Irrigation

7249 Red Sox Training Alternate Irrigation Pump System 841,168 gal

Irrigation Volume Previous Week Ending Saturday 1/9/2021 11:59 PM 841,168 gal

### Recharge

7250	Red Sox Training Facility Mid Hawthorne Recharge #1	Closed	0 gal
7251	Red Sox Training Facility Mid Hawthorne Recharge #2	Closed	0 gal
7252	Red Sox Training Facility Sandstone Recharge #1	Closed	0 gal
7253	Red Sox Training Facility Sandstone Recharge #2	Closed	0 gal

Total Recharge Current Volume Week Beginning Sunday 1/10/2021 12:00 AM 0 gal

Recharge Volume Remaining 841,168 gal

### Source Elevations

Min Volume: On  
Level: OFF  
Total Volume: On  
Allow Recharge: OFF

Current Level: 17.5 ft  
Stop Recharge Level: 17.5 ft  
Start Recharge Level: 16.5 ft

Minimum Usage Previous Week: 30,000 gal

Resend Refill Controls

Logged In: 77  
01/11/2021 08:02 AM

# Campus Example – Midweek of the automated augmentation to meet previous week’s irrigation usage.

**Hoover flowguard** 9048 - Villages of Milano Campus Campus Overview

Overview Schedule Water Volume

Select Site Logout

### Irrigation

▶ 8219 Villages of Milano 992,094 gal

Irrigation Volume Previous Week Ending Saturday 3/26/2022 11:59 PM 992,094 gal

Replacement Factor X 1.0

Replacement Volume = 992,094 gal

### Recharge

▶ 8220 Villages of Milano Submersible Recharge Well Pump Closed 402,942 gal

Total Recharge Volume Current Week Beginning Sunday 3/27/2022 12:00 AM 402,942 gal

Replacement Volume - Recharge Volume Current Week = Recharge Volume Remaining 589,152 gal

Min Volume On Level On Total Volume On Allow Recharge On

### Source Elevations

Current Level 14.8 ft

Stop Recharge Level 15.8 ft

Start Recharge Level 15.3 ft

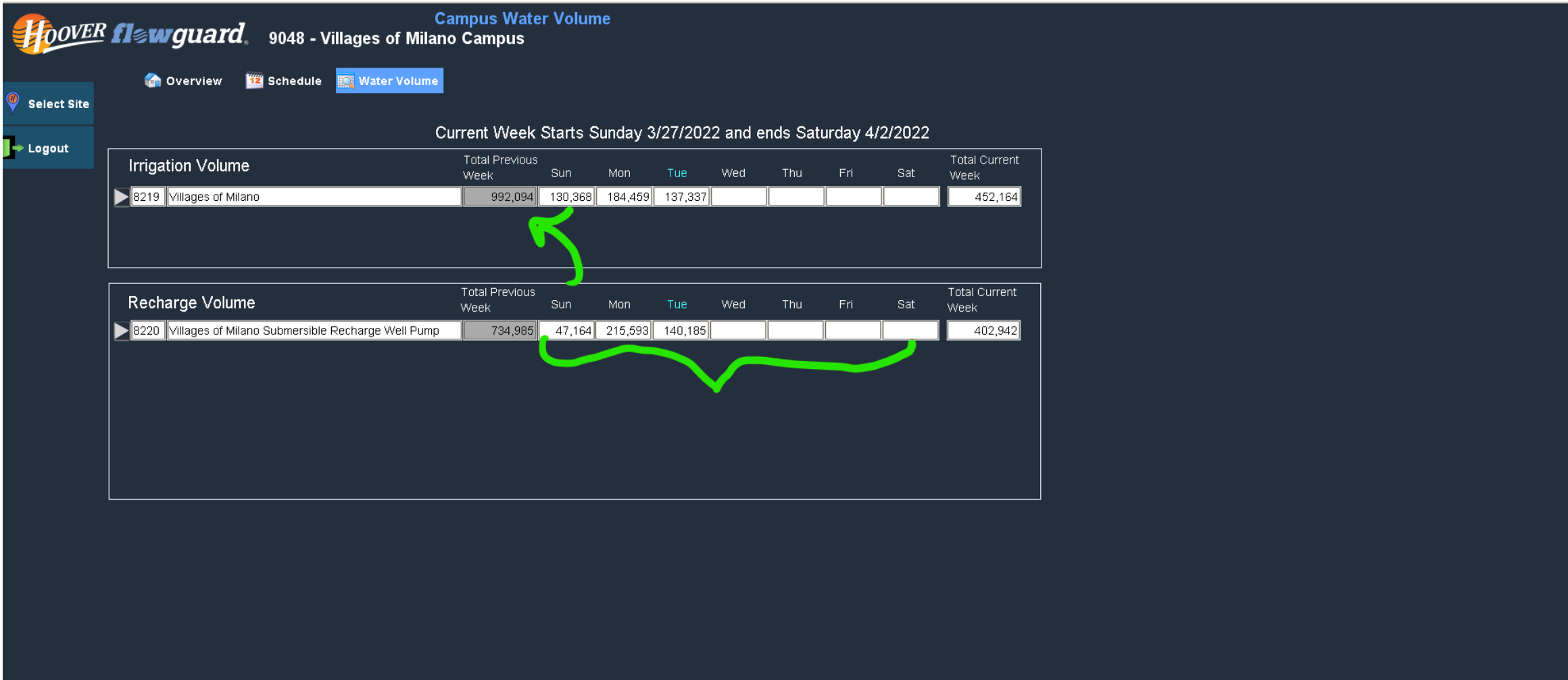
Minimum Usage Previous Week 1,000 gal

Resend Refill Controls

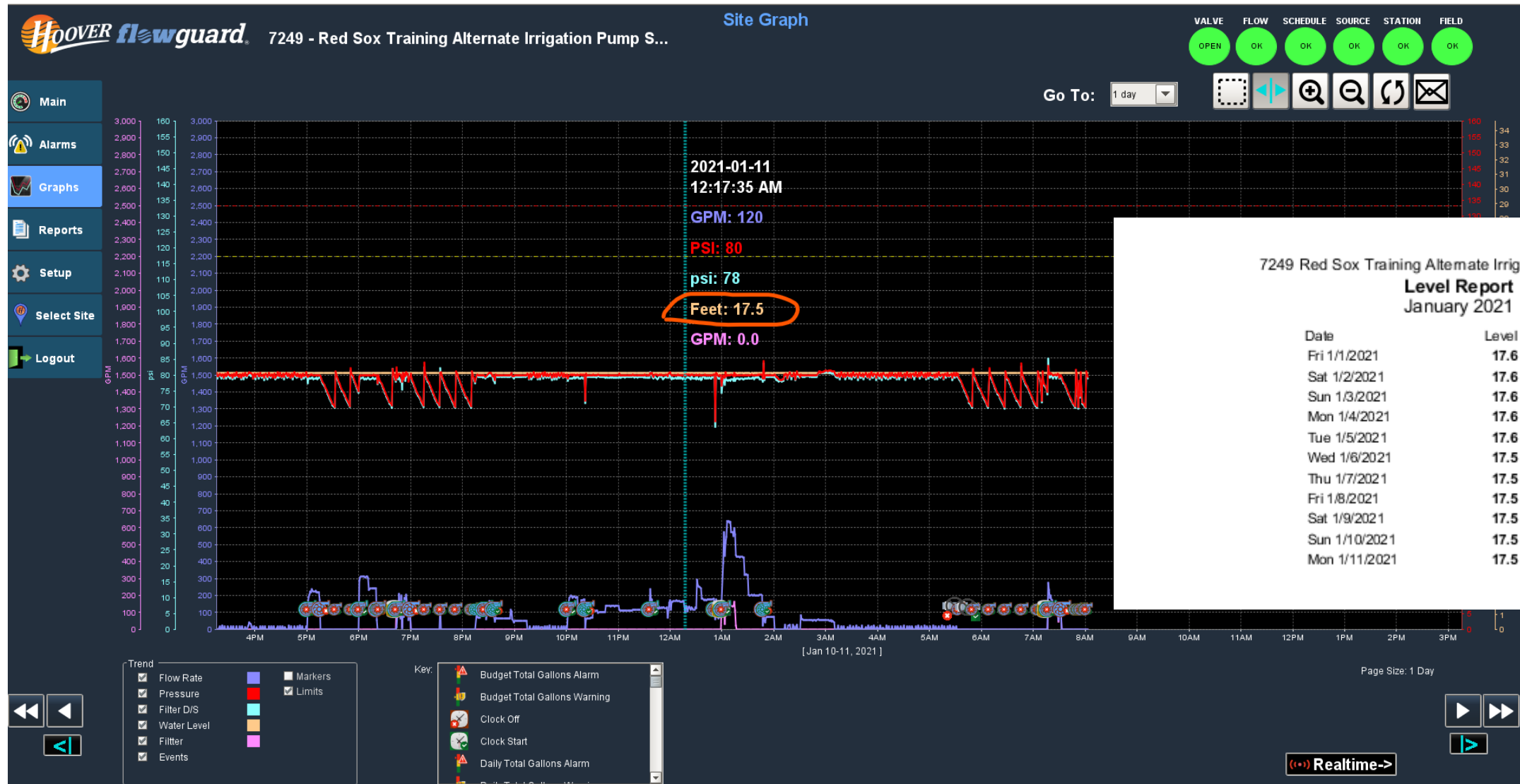
Replenishment Mode Previous Week Previous Day



# Breakdown of daily activity three days into the refill cycle



# Lake Level Trend Details and Reporting Historical Reference



# Water Usage Reports – Daily/Monthly Like the Irrigation Station

South Florida

## Pumpage Report

This report must be completed and submitted to the Water Management Authority as required by your permit.

PLEASE COMPLETE ITEMS 1 THRU 9

1. Permit #: <N/A> Permit Pump #: <N/A> Map Designator: <N/A>
2. Issued to: Red Sox Training Facility Sandstone Recharge #1  
Address: 11581 Daniels Parkway  
City, State, Zip: Fort Myers, FL 33913  
Phone Number: 239-707-6523
3. Recording: AS REQUIRED BY PERMIT
4. Report Due: AS REQUIRED BY PERMIT
5. Reported Period: September 2020

Mon 9/28/20	31,520	GALLONS
Tue 9/29/20	35,990	GALLONS
Wed 9/30/20	34,770	GALLONS

TOTAL MONTHLY PUMPAGE: 1,595,030 GALLONS

6. Accounting Method: **Magnetic Flow Meter**
7. Date of Last Calibration: <N/A>
8. Name of Person Completing Form:

9. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RETURN TO:

South Florida  
3301 Gun Club Rd  
West Palm Beach, FL 33406



*Helping You Manage Your Water Responsibly*

WWW.HOOVERPUMPING.COM

# Tab 5



Date: 03/05/2024

## Paseo CDD

March 6, 2024

LOCATION: Lee Co.

LINE #	ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
		PAVEMENT MARKINGS				
		Paint, Std, White, Solid, 12"	1	LS	\$2,101.00	\$ 2,101.00
		Paint, Std, White, Solid, 24"	298	LF		
			28	LF		
<b>TOTAL</b>						<b>\$ 2,101.00</b>

### NOTES

- A) ALL NOTES ARE REQUIRED TO BE INCLUDED IN ANY SUBCONTRACT MCSHEA AGREES UPON. SUCH NOTES WILL TAKE PRECEDENCE OVER CONFLICTING LANGUAGE IN THE SUBCONTRACT AND PLEASE NOTE PROPOSAL IS VALID FOR 90 DAYS FROM DATE LISTED ABOVE.
- B) QUOTE INCLUDES 1 CREW SHIFT/DAY FOR ONE APPLICATION OF PERMANENT PAINTED PAVEMENT MARKINGS. ANY ADDITIONAL SHIFTS REQUIRED FOR THIS WORK ADD \$1850.00 PER DAY TO THE ABOVE QUOTED PRICE.
- C) SHOULD CONTRACTOR PROCEED WITH THIS PROPOSAL THEY AGREE THAT MCSHEA CONTRACTING WILL NOT PARTICIPATE IN ANY MILLING/RESURFACING COSTS DUE TO INCORRECT STRIPING. WHILE MCSHEA WILL TAKE PRECAUTIONS TO PREVENT ANY INCORRECT STRIPING PLACEMENT, THE REALITY IS THAT SOMETIMES MISTAKES WILL HAPPEN. IN THESE INSTANCES MCSHEA WILL PERFORM THE STRIPING CORRECTIONS AT OUR OWN COST HOWEVER IT WILL BE USING THE FDOT APPROVED METHODS FOR STRIPING REMOVAL/REPLACEMENT WHICH INCLUDES WATERBLASTING AND/OR GRINDING OF THE MARKINGS. MILLING AND RESURFACING PAVEMENTS DUE TO STRIPING CORRECTIONS IS AN OUTRAGEOUS AND UNNECESSARY EXPENSE THAT CAN NOT BE ABSORBED BY MCSHEA CONTRACTING.

SINCERELY,  
MCSHEA CONTRACTING

CHRIS SHEA

# Tab 6



**SERVICE AGREEMENT FOUNTAIN REPAIR**

March 12, 2024

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

**Terms:** Net 30 Days

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Supply and install new LED on the following fountains <b>Following Fountains have Halogen Bulbs</b>	
Fountains 6 Four (4) 30watts stainless steel LED light fixtures with 275 ft power supply cable and surge protector	<b>Total: \$2,225.86</b>
Fountains 9 Four (4) 30watts stainless steel LED light fixtures with 175 ft power supply cable and surge protector	<b>Total: \$2,090.14</b>
Fountains 10 Four (4) 30watts stainless steel LED light fixtures with 175 ft power supply cable and surge protector	<b>Total: \$2,090.14</b>
Fountains 11 Four (4) 30watts stainless steel LED light fixtures with 75 ft power supply cable and surge protector	<b>Total: \$1,954.43</b>
Fountains 17B Three (3) 30watts stainless steel LED light fixtures with 75 ft power supply cable and surge protector	<b>Total: \$1,713.00</b>
Fountains 18 Three (3) 30watts stainless steel LED light fixtures with 225 ft power supply cable and surge protector	<b>Total: \$1,916.57</b>
Fountains 21A Four (4) 30watts stainless steel LED light fixtures with 275 ft power supply cable and surge protector	<b>Total: \$2,225.86</b>





**Following Fountains have older LEDs or mixed manufacturers**

Fountains 12

Four (4) 30watts stainless steel LED light fixtures with 250 ft power supply cable and surge protector **Total: \$2,191.93**

Fountains 19B

Four (4) 30watts stainless steel LED light fixtures with 250 ft power supply cable and surge protector **Total: \$2,191.93**

Fountains 20

Four (4) 30watts stainless steel LED light fixtures with 175 ft power supply cable and surge protector **Total: \$2,090.14**

Fountain	Cost
F6	\$2,225.86
F9	\$2,090.14
F10	\$2,090.14
F11	\$1,954.43
F17B	\$1,713.00
18	\$1,916.57
21A	\$2,225.86
Total	\$14,216.00
Fountain	Cost
12	\$2,191.93
19B	\$2,191.93
20	\$2,090.14
Total	\$6,474.00

**Total for the 10 Fountains: \$20,690.00**  
**10% discount for doing all 10: \$2,069.00**  
**Grand Total: \$18,621.00**

**Warranty: Two (2) years LED's 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: \_\_\_\_\_

# SUPERIOR WATERWAY SERVICES, INC.



New #'s	Old #'s	Type	Manufacturer	# of lights
1A	5	LED	Aqua Control	4
1A	6	LED	Aqua Control	4
1A	7	LED	Aqua Control	4
1A	8	LED	Aqua Control	4
6	9	Halogen		4
7	11	LED	Vertex	4
9	4	Halogen		4
10	3	Halogen		4
11	10	Halogen		4
12	12	LED	Mixed	4
16A	2	LED	Aqua Control	4
17A	14	LED	Archit. Fountains	3
17B	13	Halogen		3
18	17	Halogen		3
19A	15	LED	Aqua Control	4
19B	16	LED	China	4
20	18	LED	Mixed	4
21A	20	Halogen		4
21B	21	LED	Aqua Master	4
22	19	LED	Vertex	4

**Tab 7**

## Paseo Master HOA Desire to Acquire a Portion of Tract E-1

- The original site plan was prepared by Wes Kayne of Barraco & Associates June 14, 2023 and was widely dispersed within the community
  - The site plan was duplicated by Grady Minor - not modified (see attachment "A" - satellite image overlay)
  - A survey was prepared on January 25, 2024
  - A draft of the purchase agreement was forwarded to the CDD in March 2024 (with purchase price and legal description tbd) for review.
- The site plan was generated by Barraco to allow for a "lot split" instead of a replating of the parcel. A replating of the parcel would require additional cost and ultimately would have to go to the city council for approval. Barraco, Grady Minor, and our land use attorney put a high priority on having a lot split vs. a replat.
  - From the Grady-Minor Civil Engineer "I have reviewed the redlines. The reason that we had the descriptions with a gap along lot 72 is to make it 2 lots for the Lot Split. By extending the Pickleball Court future lot over to Lot 72, you are really creating 3 lots" - (would require a replat).
- To address the concerns brought up by the supervisors at the February 28, 2024 meeting, the Master Association proposes that a license agreement be executed simultaneously with the lot sale, indicating the Master Association would be responsible for landscape improvement, landscape maintenance, and sound mitigation as depicted on the attached drawing - Attachment "B". This agreement could be similar to the license agreement prepared by the CDD attorney on Sept 19, 2023.
- The Master Association also understands the CDD will require an easement for the underground drain pipe that traverses the parcel under consideration.
- For reference the lot drawing and legal description are attached.

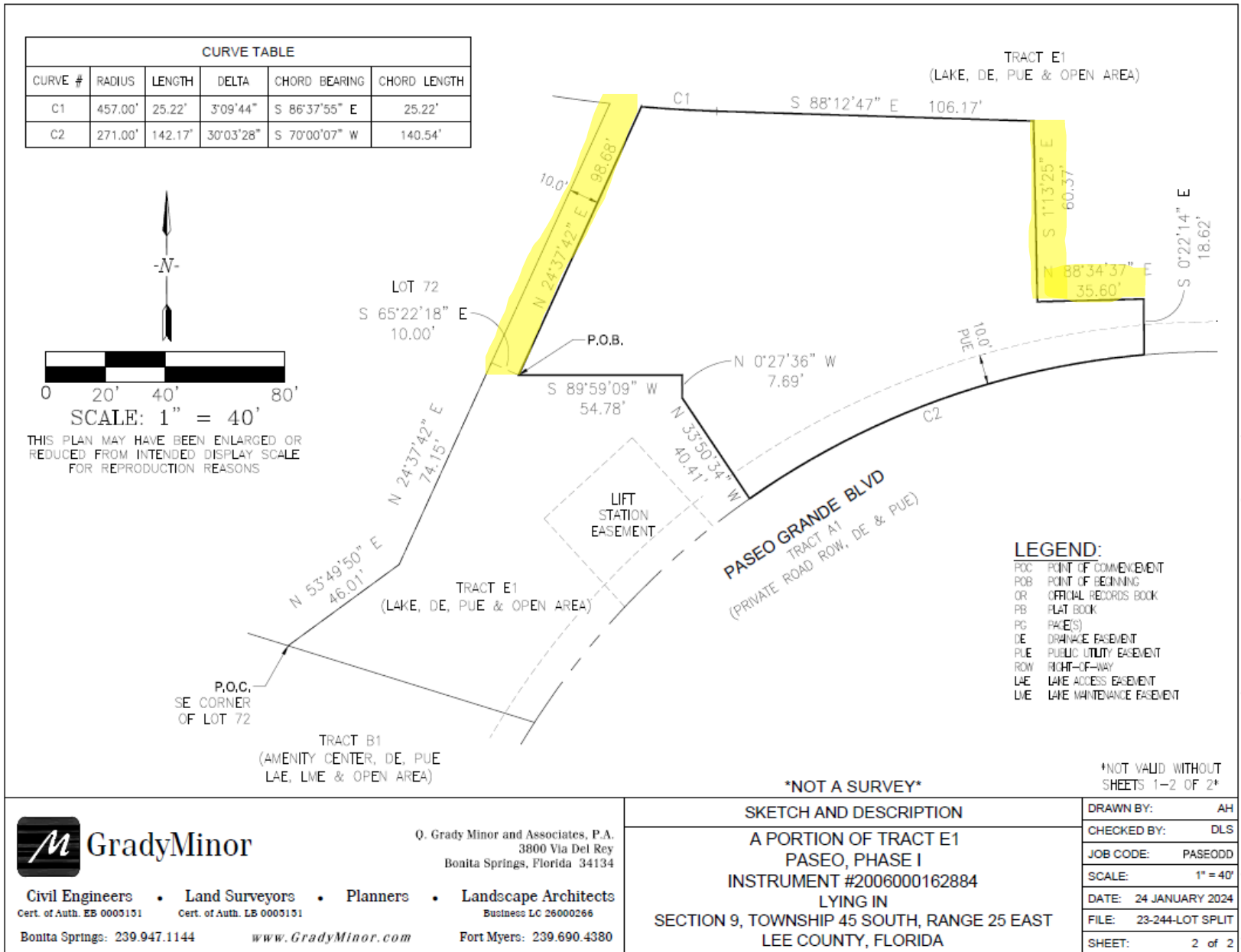
Attachment "A"



PROPOSED PASEO PICKLEBALL COURTS

**GradyMinor**  
Civil Engineers • Land Surveyors  
Planners • Landscape Architects  
www.GradyMinor.com

Highlighted areas to be maintained by Master Assn via license agreement



**GradyMinor**

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

Civil Engineers • Land Surveyors • Planners • Landscape Architects  
 Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266  
 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:	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:

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:**

- 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.
- DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- 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\*

**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)  
  
 Digitally signed by  
 Donald L. Saintenoy  
 III, P.S.M.  
 Date: 2024.01.24  
 16:14:33 -05'00'  
 DONALD L. SAINTENOY III, P.S.M.  
 FL LICENSE #5761  
 FOR THE FIRM

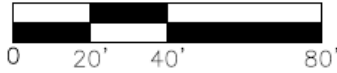
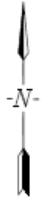


**GradyMinor**

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

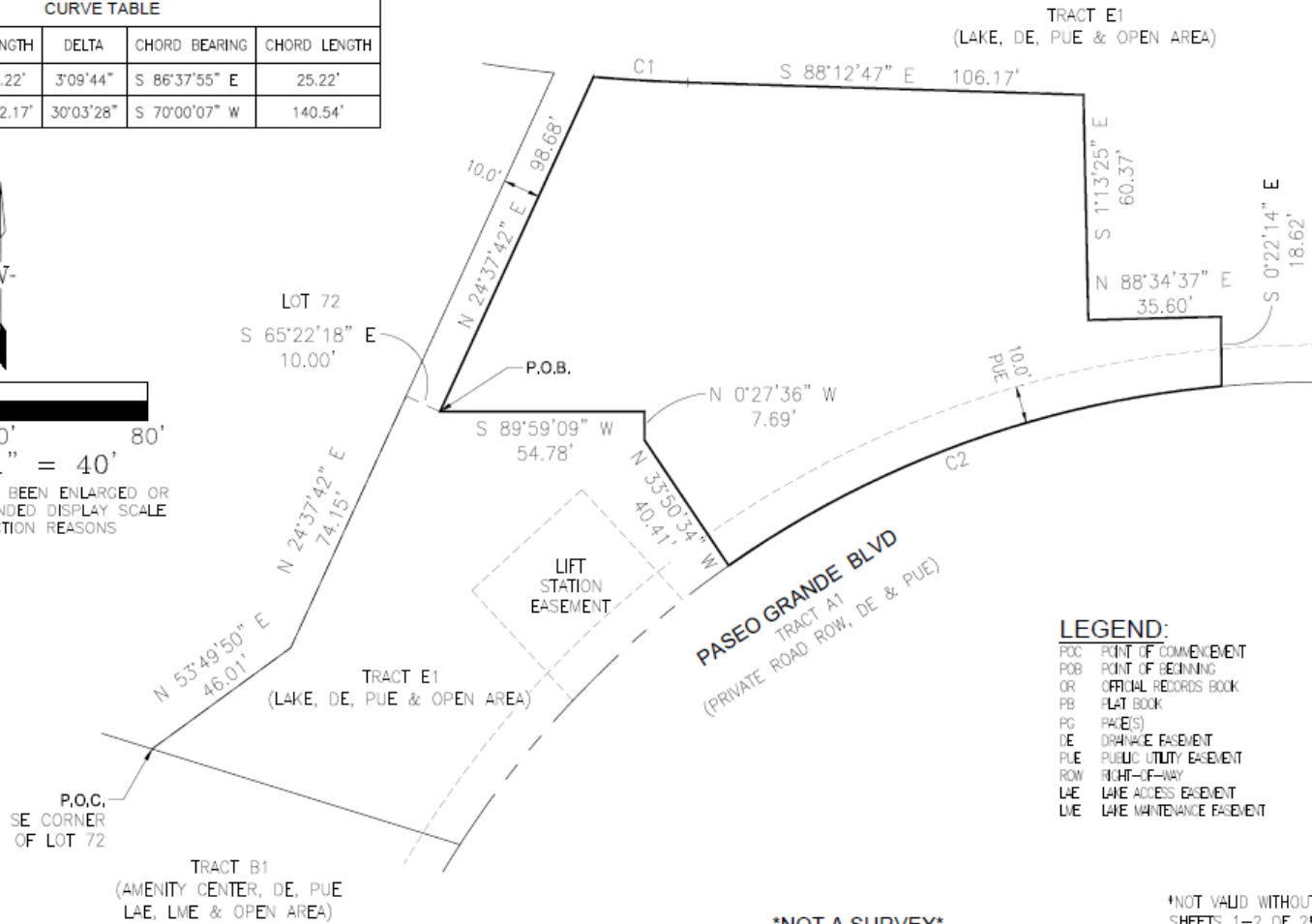
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 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

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

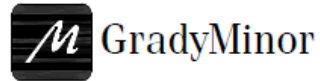


**LEGEND:**

- 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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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:	PASEOOD
SCALE:	1" = 40'
DATE:	24 JANUARY 2024
FILE:	23-244-LOT SPLIT
SHEET:	2 of 2

G:\SURVEY\PROJECT SURVEY 2023\244 - PASEO TRACT E1\SURVEY\23-244-LOT SPLIT.DWG



# Commercial Contract

1 1. PARTIES AND PROPERTY: Paseo Master Homeowners Association, Inc. ("Buyer")

2 agrees to buy and CDD ( Paseo Commuinty Development District) ("Seller")

3 agrees to sell the property at:

4 Street Address: PASEO C/E FORT MYERS FL

5 \_\_\_\_\_  
6 Legal Description: A PORTION OF TRACT E-1 PASEO, PHASE 1 INSTRUMENT #20060000162884 LYING IN  
7 SECTION 9, TOWNSHIP 45 SOUTH, RANGE 25 EAST LEE COUNTY FLORIDA on 23/-244-LOT

8 and the following Personal Property: \_\_\_\_\_

9 \_\_\_\_\_

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 2. PURCHASE PRICE: \$ NA

12 (a) Deposit held in escrow by: GOEDE DEBOEST & CROSS \$ \_\_\_\_\_  
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: bkaras@gadclaw.com Phone: 239-202-0343

15 (b) Additional deposit to be made to Escrow Agent

16  within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or

17  within \_\_\_\_ days after Effective Date NA \$ \_\_\_\_\_ NA

18 (c) Additional deposit to be made to Escrow Agent

19  within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or

20  within \_\_\_\_ days after Effective Date \$ \_\_\_\_\_

21 (d) Total financing (see Paragraph 5) NA \$ \_\_\_\_\_

22 (e) Other \_\_\_\_\_ \$ \_\_\_\_\_

23 (f) All deposits will be credited to the purchase price at closing.

24 Balance to close, subject to adjustments and prorations, to be paid  
25 via wire transfer. \$ \_\_\_\_\_

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of  
27 Buyer's written notice of acceptability.

28 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller  
29 and Buyer and an executed copy delivered to all parties on or before \_\_\_\_\_, this offer  
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be  
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the  
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or  
33 \_\_\_\_\_. Calendar days will be used when computing time periods, except time periods of 5  
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next  
36 business day. Time is of the essence in this Contract.

37 4. CLOSING DATE AND LOCATION:

38 (a) Closing Date: This transaction will be closed on \_\_\_\_\_ (Closing Date), unless  
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods  
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

41 on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after  
42 the insurance underwriting suspension is lifted.

43 **(b) Location:** Closing will take place in \_\_\_\_\_ County, Florida. (If left blank, closing will take place in the  
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before \_\_\_\_\_ days (5 days if left blank) after Effective Date, **Buyer** will apply for third  
47 party financing in an amount not to exceed \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_, with a fixed  
48 interest rate not to exceed \_\_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or  
49 commitment or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized  
50 over \_\_\_\_\_ years, with additional terms as follows:

51 \_\_\_\_\_  
52 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any  
53 lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if left  
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close  
55 the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage  
56 broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon  
57 obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable  
58 diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left blank)  
59 deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.  
60 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter.  
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of  
62 those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer**  
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and  
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or  
65 before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both  
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving  
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use  
68 good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction  
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms  
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-  
71 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

72 **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
73 deed  special warranty deed  other \_\_\_\_\_, free of liens, easements and  
74 encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other  
76 matters to which title will be subject) **NA**

77 \_\_\_\_\_;  
78 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the  
79 Property as **Pickle Ball Courts**

80 **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent  
81 and pay for the title search and closing services. **Seller** will, at (check one)  **Seller's**  **Buyer's** expense and  
82 within \_\_\_\_\_ days after Effective Date or at least \_\_\_\_\_ days before Closing Date deliver to **Buyer** (check one)  
83  (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by  
84 **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase  
85 price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and  
86 **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.  (ii.) an  
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.  
88 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed  
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy  
90 exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

91 **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such  
92 an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

93 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**  
94 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2)  
95 **Buyer** delivers proper written notice and **Seller** cures the defects within \_\_\_\_\_ days from receipt of the notice  
96 ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the  
97 Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the  
98 scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be  
99 cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days  
100 from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept  
101 title subject to existing defects and close the transaction without reduction in purchase price.

102 **(c) Survey:** (check applicable provisions below)

103 (i.)  **Seller** will, within \_\_\_\_\_ days from Effective Date, deliver to **Buyer** copies of prior surveys,  
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this  
105 transaction:

106 \_\_\_\_\_,  
107 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this  
108 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the  
109 date this Contract is terminated.

110  **Buyer** will, at  **Seller's**  **Buyer's** expense and within the time period allowed to deliver and examine  
111 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals  
112 encroachments on the Property or that the improvements encroach on the lands of another,  **Buyer** will  
113 accept the Property with existing encroachments  such encroachments will constitute a title defect to be  
114 cured within the Curative Period.

115 **(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

116 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition,  
117 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller**  
118 makes no warranties other than marketability of title. In the event that the condition of the Property has materially  
119 changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a  
120 refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required  
121 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$\_\_\_\_\_ (1.5% of  
122 the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any  
123 defects in the Property. (Check **(a)** or **(b)**)

124  **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"  
125 condition.

126  **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within \_\_\_\_\_ days from Effective Date ("Due  
127 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the  
128 term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which  
129 **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural,  
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision  
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,  
132 state and regional growth management and comprehensive land use plans; availability of permits, government  
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground  
134 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to  
135 **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property  
136 is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in  
137 its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the  
138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable  
139 notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter  
140 the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from  
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from  
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**  
143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without  
144 **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the  
146 Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a  
147 result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that  
148 **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

149 **(c) Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the  
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
151 to ensure that all Property is on the premises.

152 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any  
153 business conducted on the Property in the manner operated prior to Contract and will take no action that would  
154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting  
155 vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted  only with  
156 **Buyer's** consent  without **Buyer's** consent.

157 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with  
158 the norms where the Property is located.

159 **(a) Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at  
160 closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks,  
161 mailboxes, and security systems.

162 **(b) Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing  
163 statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and  
164 recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or  
165 prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

166 **(c) Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable  
167 service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each  
168 service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its  
169 contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer,  
170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium  
171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if  
172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or  
173 **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the  
174 change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller**, if requested by the  
175 **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will  
176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the  
177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the  
178 requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement,  
179 mortgages and notes, security agreements, and financing statements.

180 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond  
181 payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance  
182 premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the  
183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due  
184 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request  
185 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

186 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date  
187 will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will  
188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending  
189 beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the  
190 Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing  
191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially  
192 completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last  
193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and  
194 does not apply to condominium association special assessments.

195 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA,  
196 **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will  
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or  
199 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the  
200 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the  
201 requirement.

202 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,  
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the  
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to  
205 **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent  
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed  
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator  
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over  
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all  
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate  
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items  
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs  
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs  
214 in favor of the prevailing party.

215 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
217 complying party specifying the non-compliance. The non-complying party will have \_\_\_\_\_ days (5 days if left blank) after  
218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

219 **12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable  
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,  
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.  
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual  
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the  
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will  
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this  
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than  
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other  
228 and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

229 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is  
230 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit  
231 will be returned in accordance with applicable Florida Laws and regulations.

232 **14. DEFAULT:**

233 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make  
234 the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby  
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek  
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the  
237 brokerage fee.

238 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1)  
239 retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the  
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
241 specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1)  
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without  
243 waiving any remedy for **Buyer's** default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
245 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable  
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or  
248 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,  
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)  
250 representing a party will be as effective as if given by or delivered to that party.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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**17. DISCLOSURES:**

**(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

**(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

**(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

**18. RISK OF LOSS:**

**(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

**(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

**19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise  is not assignable  is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

**21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

**(a) Seller's Broker:** NA NA

(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  **Seller**  **Buyer**  both parties pursuant to  a listing agreement  other (specify) \_\_\_\_\_

**(b) Buyer's Broker:** NA \_\_\_\_\_

(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
303  **Seller's Broker**  **Seller**  **Buyer**  both parties pursuant to  an MLS offer of compensation  other (specify)

304 \_\_\_\_\_  
305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to  
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
314 this Contract):

- |   |  |   |
|---|--|---|
| 315 <input type="checkbox"/> Arbitration                    | <input type="checkbox"/> Seller Warranty                   | <input type="checkbox"/> Existing Mortgage          |
| 316 <input type="checkbox"/> Section 1031 Exchange          | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval  |
| 317 <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone            | <input type="checkbox"/> Seller's Attorney Approval |
| 318 <input type="checkbox"/> Seller Representations         | <input type="checkbox"/> Seller Financing                  | <input type="checkbox"/> Other _____                |

319 **23. ADDITIONAL TERMS:**

320 \_\_\_\_\_  
321 \_\_\_\_\_  
322 \_\_\_\_\_  
323 \_\_\_\_\_  
324 \_\_\_\_\_  
325 \_\_\_\_\_  
326 \_\_\_\_\_  
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328 \_\_\_\_\_  
329 \_\_\_\_\_

330 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
331 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
332 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
333 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
334 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
335 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**  
336 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
337 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
338 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
339 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
340 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
341 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

342 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
343 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
344 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
345 to do so.

346 **ATTENTION: SELLER AND BUYER**

347 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023  
348 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers  
349 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian  
350 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the  
351 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**  
352 **in violation of the Act.**

353 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**  
354 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

355 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

356 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

357 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

358 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

359 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

360 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

361 Buyer's Address for purpose of notice \_\_\_\_\_

362 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

363 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

364 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

365 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

366 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

367 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

368 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

369 Seller's Address for purpose of notice: \_\_\_\_\_

370 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.



# Tab 8

**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, February 28, 2024 at 10:03 a.m.** at the Paseo Village Center, located at 1611 Paseo Grande Boulevard, Fort Myers, Florida 33912.

Present and constituting a quorum:

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

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Nicole White	<b>LCAM, Rizzetta &amp; Company, Inc.</b>
Andrew Cohen	<b>District Counsel (via Teams) Persson, Cohen, Mooney, Fernandez &amp; Jackson, P.A.</b>
John Fowler	<b>Landscape Inspection Services, Rizzetta &amp; Company, Inc.</b>
Frank Savage	<b>Barraco &amp; Associates, Inc.</b>
Ted Galeno	<b>Pinnacle Landscapes</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

**Public Comment**

Mr. Cabell opened the floor to audience comments.

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

Mr. Buchinski addressed the Board regarding lighting around the community as well as the potential hog fencing and saving money.

Mr. Cabell and Mr. Brown responded to questions raised during public comment.

Ms. Blandon advised the Board the agenda is long, and they should wait until the item comes up on the agenda to answer the audience questions.

49  
50 Mr. Russell addressed the Board regarding the potential hog fencing and SFWMD  
51 response to it.

52  
53 **THIRD ORDER OF BUSINESS** **District Engineer Staff Report**

54  
55 Mr. Savage advised that the Mitchell & Stark change order for storm drain repairs  
56 near the southwest end of the Esperanza Bridge has been executed and provided to the  
57 vendor, although a date has not been set, it should be completed by the next Board meeting.  
58 Mr. Savage advised that Mr. Tarn has reached out to the city and has been communicating  
59 with them regarding traffic calming options. He advised that the City of Fort Myers is  
60 considering textured brick pavers on McGregor Boulevard, he advised this could work in  
61 Esperanza and recommended waiting until that installation is complete so that it can be  
62 reviewed. Mr Savage responded to questions from the Board. Mr. Savage advised the berm  
63 that has erosion issues will be staked out next week to be identified for bidding purposes.  
64 Ms. Blandon advised that she has approved the request so vendors can review the site and  
65 provide accurate estimates for their bids. Mr. Savage notified the Board that road striping is  
66 due and an RFP has gone out. He spoke regarding the road closures, advising there should  
67 be an appropriate MOT in place and it is the responsibility of whoever is doing the work. He  
68 advised the District does need to be notified of these road closures. Board discussion  
69 ensued. Ms. Blandon advised the Board the construction work has not prevented First  
70 Responders from accessing the area that has road closures. She offered to help the Condo  
71 liaison devise a plan for the road closures and provide information to the residents. Further  
72 discussion ensued. After discussion, the Board agreed that the Condo liaison will work with  
73 the Condo Association on this issue. Mr. Savage advised that water levels are still too high  
74 to conduct a lake bank inspection. Ms. Blandon advised that Solitude has provided an  
75 estimate for littoral plantings in the lakes. She advised that planting of the littorals can wait  
76 until the water levels recede, to be sure there is no major linear erosion that needs to be  
77 repaired. She advised the erosion repair, and the littoral planting should be coordinated to  
78 stabilize the lake banks. Mr. Brown advised he sent an email to Mr. Tarn regarding removing  
79 a section of the speed bumps for bicyclist as their wheels become stuck on the speed bumps  
80 and the curb. He advised that if the two eastern blocks at the resident gate are removed the  
81 cyclist could go through there without falling over or getting stuck. Mr. Savage stated he  
82 would discuss it with Mr. Tarn.

83  
84 **FOURTH ORDER OF BUSINESS** **Review of February 12, 2024**  
85 **Landscape Inspection Report**

86  
87 Mr. Fowler provided an overview of the February 2024 Landscape Inspection Report,  
88 highlighting items of concern within each Zone. He responded to questions and input from  
89 the Board. Mr. Cabell inquired if perennials of a different color could be used at the entrance  
90 of Esperanza.

91  
92 **FIFTH ORDER OF BUSINESS** **Consideration of Pinnacle Landscapes**  
93 **Proposals**

94  
95 Ms. Blandon provided an overview of the Pinnacle Landscape Proposals. She stated  
96 proposal one is based on the December inspection report, totaling \$4,193. She advised the

97 second proposal is for the Fox Tail Palm totaling \$11,610; and the third proposal is replanting  
98 of the landscape bed across from Musket Lane on Penzance and is \$1,960. Board  
99 discussion ensued. The Board reviewed necessary changes to the proposals. Ms.  
100 Schulman inquired regarding the pump station off the corner of Nalda and whether plantings  
101 could be added to the spot to prevent walking traffic from crossing through. Mr. Fowler was  
102 asked to provide recommendation for the area, to be reviewed with Ms. Johnson.  
103

On a Motion by Mr. Brown, seconded by Ms. Johnson, with four in favor and one against, the Board Approved the Three Proposals from Pinnacle Landscape, Subject to Changes as noted on the Record, for the Paseo Community Development District.

104  
105 **SIXTH ORDER OF BUSINESS** **Discussion Regarding Oak Tree**  
106 **Replacement Project**  
107

108 Ms. Bandon advised the oak trees were removed from behind homes along  
109 Rosalinda and the area sodded. She stated the Board can decide on the replacement trees.  
110 She advised the City of Fort Myers has a recommended list of trees but the trees on that list  
111 are not required. Mr. Fowler advised that he recommends trees such as Southern Magnolia,  
112 Loblolly Bay, Red Cedar, Magnolia, Cabbage Palm and Queen Palm for Districts. Board  
113 discussion ensued. Mr. Fowler and Ms. Johnson will work together to devise a list of trees  
114 to use as a master list of replacement trees and a policy that will benefit all homeowners,  
115 and will present to the Board at the next meeting.  
116

117 **SEVENTH ORDER OF BUSINESS** **Review and Consideration of**  
118 **AmeriScape Proposal for Root Barriers**  
119 **Along Multi-Use Path**  
120

121 Ms. Johnson provided an overview of the proposal received from AmeriScape. She  
122 advised she walked the area with a Certified Arborist from AmeriScape, who advised the  
123 chemically treated barriers last four to five years and the recommended distance between  
124 the trunk and the walkway or building is six feet, anything less than that and the District is  
125 risking cutting a main root system on the tree. Ms. Johnson advised there are thirteen oaks  
126 on the pathway, and three are potential candidates that could benefit from a root barrier.  
127 She stated that the three candidates are also close to wiring systems and the Arborist stated  
128 the roots are wrapping around the trunks and further recommended doing nothing until the  
129 District absolutely has to decide other than remove the three compromised trees. Ms.  
130 Johnson advised the arborist explained to her the Laurels to the west of the pump station  
131 were planted too close and recommended the District thin those out to half the number and  
132 install barriers. She advised he stated there are three palms that need to have the roots  
133 shaved and cut back. Board discussion ensued. Ms. Johnson and Mr. Fowler were asked  
134 to review the details.  
135

136 **EIGHTH ORDER OF BUSINESS** **Discussion Regarding Management**  
137 **Review Results**  
138

139 Mr. Cohen advised the information was put together by his law partner David  
140 Jackson. He advised on the scoring scale, one is does not meet expectations, two is

141 meets expectations, and three is exceeds expectations. He stated looking through the  
142 summary there were no ones, and everything is above two, with a three for Ms. Blandon.  
143 He advised the summary provides details of some of the individual comments received  
144 from the Board members. Board discussion ensued. Three of the five Board members  
145 did not want to proceed with a formal RFP, as Rizzetta's results had met and exceeded  
146 expectations. Ms. Johnson did advise the review could be completed again next year and  
147 if the Board was not satisfied with Services, they could do a formal RFP at that time. Ms.  
148 Blandon advised she notified Rizzetta's leadership of the summary and leadership would  
149 be happy to address any issues the Board would like addressed. The Board decided not  
150 to move forward with the RFP.

151  
152 **NINTH ORDER OF BUSINESS**

**Discussion Regarding Policy  
Implementation for District  
Communications with Vendors, Staff,  
and other Government Entities**

153  
154  
155  
156  
157 Mr. Cabell advised he wanted to have a discussion regarding how the District  
158 communicates with vendors, staff, and other government entities as the Board needs to  
159 work together as a unit. He stated what brought this up was Mr. Brown contacted the City  
160 of Fort Myers and the SFWMD and although it was appropriate to do so, he advised the  
161 Board should have discussed the communication and then Management contact the  
162 government entities. Mr. Brown advised that a Board member can reach out to a vendor,  
163 government entity or staff, however, the Board member is unable to give direction or provide  
164 a quote from another vendor. He explained the reason for his contact to SFWMD was for  
165 updating the permit the Master Association needed to complete on District land. Board  
166 discussion ensued. The Board agreed the point of contact for vendors and staff should be  
167 the District Manager. Ms. Blandon discussed future communications and informed the  
168 Board that she will copy everyone on correspondence exchanges so that they are  
169 notified. A discussion was held regarding the appointed liaisons. The Board agreed that  
170 the liaisons are as follows: Master Association is Mr. Brown, Condo Association is Ms.  
171 Schulman, Landscaping is Ms. Johnson, hogs is Mr. Cabell who was added as a backup  
172 for President's Council.

173  
174 **TENTH ORDER OF BUSINESS**

**Discussion Regarding Oak Tree  
Replacement Project**

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177 Mr. Brown spoke regarding the Capital Project List, Phase 3A Oak Tree Removal,  
178 advising the budget is \$19,200 and all remaining oak tree replacements are scheduled for  
179 next year. He suggested the District schedule the removal of those trees soon, then follow  
180 the policy that will be developed for the next meeting for replacement trees. He requested  
181 to move forward with obtaining quotes to remove all the trees before the next meeting and  
182 suggested Ms. Johnson mark the trees that need to be removed. Mr. Brown requested that  
183 staff obtain quotes from Pinnacle and Joshua Tree. Ms. Blandon suggested another vendor  
184 who did work for a District that was able to save a lot of money. Ms. Blandon has been  
185 directed to move forward with obtaining estimates for removing the oak trees.

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**ELEVENTH ORDER OF BUSINESS**

**Consideration of Superior Waterway Proposal to Change Lights at Fountains 1A and 1D to Color Changing LED with Control Panel for All Four Fountains**

Ms. Blandon advised that Mr. Nott is not available for the meeting, but he provided a proposal for \$20,160.25. Mr. Brown advised this was a tabled item from a previous meeting where the discussion was the District needed to replace two light rings on the main fountains and whether the District should go with just white or go ahead and slowly install the color changing lights. He advised this was originally in the budget for 2026 at \$72,000 and is considerably cheaper now than it was a year ago when the District receive the original bid. Mr. Brown advised that with this light system, the bulbs can be changed out individually. Board discussion ensued.

On a Motion by Mr. Noy, seconded by Ms. Schulman, with all in favor, the Board Approved the Superior Waterway Proposal to Change Lights at Fountains 1A, 1B, 1C, and 1D to White LED, Not to Exceed \$10,000, Subject to Preparation of an Agreement by District Counsel, for the Paseo Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Proposals for Replacement of Gate Control Towers**

Ms. Blandon advised that proposals were received from Apexx Access and Automation, Hands Free LLC, and New IQ. She advised the company who installs the control towers will be the same company that will do the preventive maintenance, which was next on the agenda, because of the warranty. She advised that Hands Free, LLC purchased Cypress Access Systems which was the vendor the District used previously. Board discussion ensued.

On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board Approved the New IQ Proposal for Replacement of Gate Control Towers, in the amount of \$15,515.00, Subject to Preparation of an Agreement by District Counsel, for the Paseo Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Proposals for Gate Control Towers Preventative Maintenance**

Ms. Blandon advised the preventative maintenance proposal is for six visits per year. She advised after the first year the District should move to semiannual.

On a Motion by Mr. Brown, seconded by Ms. Johnson, with all in favor, the Board Approved the New IQ Proposal for Gate Control Towers Preventative Maintenance, in the amount of \$1,420.00, Subject to Preparation of an Agreement by District Counsel, for the Paseo Community Development District.

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**FOURTEENTH ORDER OF BUSINESS**                      **Consideration of Pressure Washing Proposals**

Ms. Blandon advised the District received two proposals for pressure washing, Premier Pressure Cleaning at \$23,242 and an additional \$400, to pressure wash the roof of the gatehouse and the ProClean proposal is \$27,325. Board discussion ensued. The Board requested a reference check for ProClean.

On a Motion by Mr. Noy, seconded by Mr. Cabell, with all in favor, the Board Approved the ProClean Proposal for Pressure Washing, in the Amount of \$27,325.00, Subject to Preparation of an Agreement by District Counsel, for the Paseo Community Development District.

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**FIFTEENTH ORDER OF BUSINESS**                      **Review and Discussion Regarding Master Association Sketch and Legal of CDD Parcel and Maxwell-Hendry-Simmons Appraisal Proposal**

Mr. Cohen advised that he was able to obtain a proposal from Maxwell Hendry Simmons for an appraisal of the land the Master Association would like to purchase from the District. Board discussion ensued regarding the sketch and legal description for the CDD parcel received from the Master Association. The Board advised the Master Association will need to have the sketch redone based on discussion held by the Board, Mr. Brown advised he will draw in the changes and Ms. Blandon can provide the changes to the Master Association. Mr. Cohen advised he would reach out to the appraiser and inform them there is a change to the property description. The District Engineer needs to be contacted regarding the drain issue.

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**SIXTEENTH ORDER OF BUSINESS**                      **Discussion Regarding Fluid Spills on District Roadways**

Ms. Blandon advised they may have seen the fluid spills on Ms. Hardwick's report. She advised the new fluid spills have been reported to the Condo Association General Manager. Ms. Blandon advised that the vendors vehicles caused most of the damages. Board discussion ensued. The Board agreed the District Engineer should conduct a review of the roads and provide documentation of all the damaged areas and roadway life expectancy. Mr. Cohen inquired how long the Condo Association repairs will take. Mr. Cohen requested a copy of the documentation so that he can request a commitment from the Condo Association for road repairs.

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**SEVENTEENTH ORDER OF BUSINESS**                      **Discussion Regarding Survey Related to Potential Hog Fence**

Ms. Blandon provided an overview of the survey related to the potential hog fence. Board discussion ensued. Ms. Blandon was directed to obtain pricing for the survey to be mailed to all homeowners. The Board was asked to provide questions they desire to be

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266 added to the survey, so they can be compiled for discussion at the next meeting. The board  
267 advised that a scan code could be used. Further discussion ensued.

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269 **EIGHTEENTH ORDER OF BUSINESS** **Discussion Regarding Easements for**  
270 **CDD Assets on Non-CDD Land**

271  
272 Mr. Brown advised he requested this item be put on the agenda. He advised that a  
273 District fence is on Condo land and the District does not maintain the plantings around the  
274 fence as the land belongs to the Condo Association. He advised he has asked the District  
275 Engineer to map out what is on District property and what is District assets on other  
276 properties. Board discussion ensued. Mr. Cohen was asked if a District asset is on another  
277 property does it still belong to the District. Mr. Cohen stated that the District has a  
278 responsibility to maintain that asset. Mr. Brown urged to have this list by the April meeting.  
279 The District Engineer has been directed to move forward with mapping out district property  
280 and assets on non-District properties.

281  
282 **NINETEENTH ORDER OF BUSINESS** **Consideration of the Minutes of the**  
283 **Board of Supervisors Meeting held on**  
284 **January 24, 2024**

285  
286 Ms. Blandon provided an overview of the Minutes of the Board of Supervisors  
287 meeting held on January 24, 2024 and asked if there were any questions, comments, and/or  
288 changes. Mr. Cabell requested a change to a word on line 102 from government to  
289 governance.

290  
On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board Approved the Minutes of the Board of Supervisors Meeting held on January 24, 2024, Subject to One Correction as Noted on the Record, for the Paseo Community Development District.

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292 **TWENTIETH ORDER OF BUSINESS** **Ratification of the Operations and**  
293 **Maintenance Expenditures for the**  
294 **Month of January 2024**

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296 Ms. Blandon advised that the Operations and Maintenance expenditures for the  
297 period of January 1-31, 2024 totaled \$211,528.53. She responded to questions from the  
298 Board.

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On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Month of January 2024 totaling \$211,528.53, for the Paseo Community Development District.

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301 **TWENTY-FIRST ORDER OF BUSINESS** **Staff Reports**

302  
303 A. District Counsel  
304 Mr. Cohen advised he does not have a report. He offered to answer any  
305 questions the Board may have.



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307 B. District Manager  
308 Ms. Bandon advised the District has multiple projects coming up, with  
309 multiple items going out to bid, so she expects the agendas to be a little  
310 longer than normal. She asked that Supervisors read over the estimates  
311 and provide her a list of questions for the District Engineer and she will send  
312 the questions to them for review. She advised she would copy the Board on  
313 the answers. The Board requested a breakdown of the proposals.  
314

315 **TWENTY-SECOND ORDER OF BUSINESS Supervisor Requests**  
316

317 Ms. Bandon opened the floor to Supervisor requests.  
318

319 Mr. Cabell advised the vendor did a great job on the mulch.  
320

321 Ms. Bandon advised that she is working with Weiser Security on issues at the  
322 gatehouse and advised she may come to the Board with a recommendation to bid out  
323 services. She stated the previous day she had a guard removed from the guard house  
324 immediately due to her unprofessional behavior, and she expressed to Weiser Security  
325 this is not the type of service that the District is expecting from them.  
326

327 Mr. Cabell stated that Mr. Cohen had forward information regarding the ethics  
328 training, and it was sponsored by FASD, he advised that being a member is not worth the  
329 \$30 discount for the class. Mr. Cabell asked Ms. Bandon or Mr. Cohen to advise that the  
330 District would reimburse the Supervisors for the cost of the ethics training.  
331

332 Mr. Brown stated those who were not running for the Board next year did not have  
333 to take the ethics training. Ms. Bandon asked Mr. Cohen to confirm this, Mr. Cohen said  
334 he would find out if the training is required for those not staying on the Board and report  
335 back.  
336

337 Mr. Cabell advised that he met with Ms. Bandon and Ms. Hardwick earlier in the  
338 month, with a spreadsheet of items that needed to be addressed. He stated that Ms.  
339 Hardwick provided him with her list, and he walked the neighborhood to update the list  
340 and forwarded it back to Ms. Bandon and Ms. Hardwick. Mr. Cabell advised that he felt  
341 the streetlights were in good shape except for the bases that were stained from irrigation  
342 water. He advised the items that need to be painted are the street signs, traffic control  
343 signs, and the base of the streetlights. He advised his next walk around the neighborhood  
344 he will be looking for trip hazards.  
345

346 Mr. Brown advised the District has earned one year interest on the FL class  
347 account which is \$93,387.44. Mr. Brown inquired regarding the kiosk move. Ms. Bandon  
348 provided an update on the move.  
349

350 Mr. Cohen responded to a question regarding the investment resolution. He  
351 advised the investment resolution is by position, not by name.  
352  
353

354 Mr. Brown seconded Mr. Cabell's statement regarding the mulch, he advised the  
355 vendor did a great job on the mulch. Mr. Brown inquired regarding the FEMA update. Ms.  
356 Blandon provided an update regarding FEMA.

357  
358 **TWENTY-THIRD ORDER OF BUSINESS                      Adjournment**

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

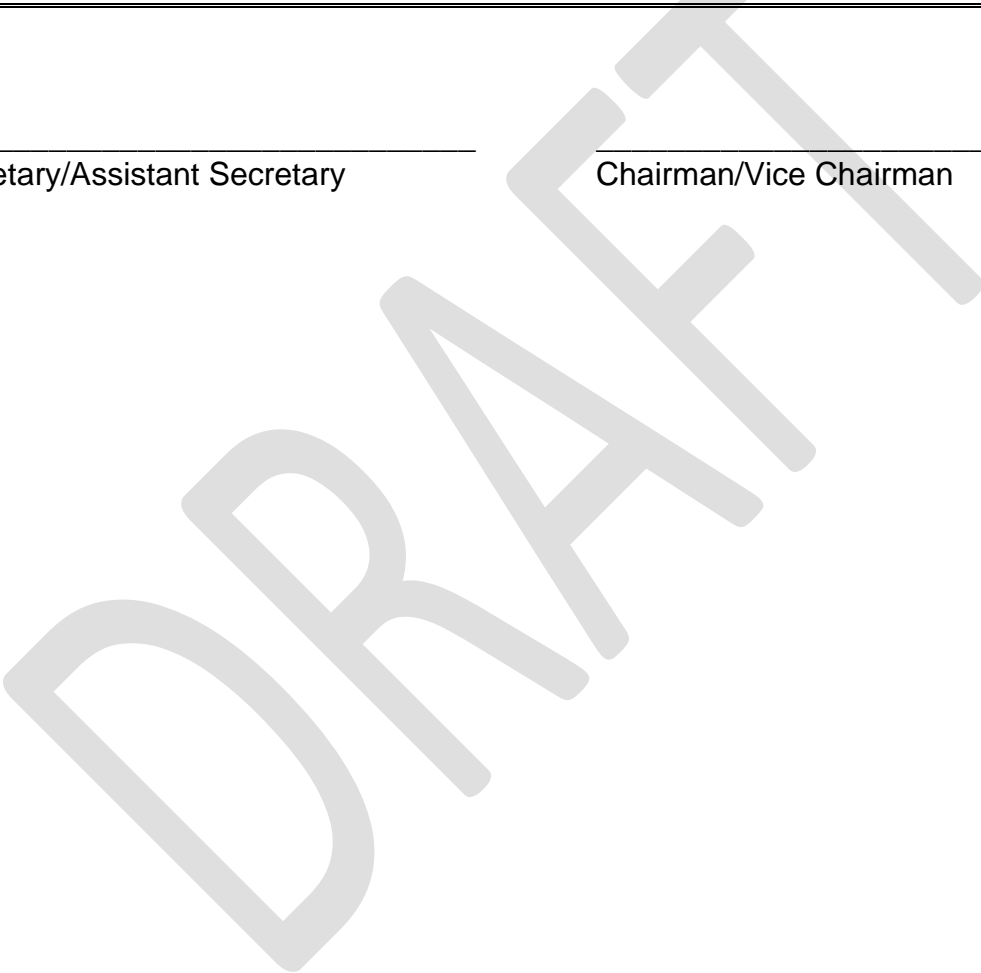
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On a Motion by Ms. Schulman, seconded by Mr. Noy, with all in favor, the Board adjourned the meeting at 1:05 p.m., for the Paseo Community Development District.
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\_\_\_\_\_  
Secretary/Assistant Secretary

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



# Tab 9

# PASEO COMMUNITY DEVELOPMENT DISTRICT

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

**Operation and Maintenance Expenditures**  
**February 2024**  
**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:    **\$181,699.75**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 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.	100615	58504	Plant Installation 01/24	\$ 1,702.50
Ameri-Scape of SW Florida, Inc.	100615	58694	Plant Installation 01/24	\$ 1,442.50
Barraco and Associates, Inc.	100631	27411	Engineering Services 01/24	\$ 1,872.50
CenturyLink	ACH	311416420 02/24	Telephone Service 02/24	\$ 548.28
City of Fort Myers	100620	1-015317-00 01/24	Compactor 11604 Paseo Grande Blvd 01/24	\$ 5,204.09
CNB Mechanical Inc	100632	667	Quarterly Preventive Maintenance 02/24	\$ 250.00
Crystal Clean Inc.	100633	N6705	Monthly Cleaning 02/24	\$ 916.98
Curbking Construction Corp, Inc	100621	10933	Mobilization & Paver Reset 01/22	\$ 8,550.00
Florida Power & Light Company	100623	28467-91263 01/24	11170 Paseo Dr. #SL 01/24	\$ 54.59
Florida Power & Light Company	100623	76250-95372 01/24	11047 Esteban Dr. #FNTN 01/24	\$ 794.10
Florida Power & Light Company	100623	FPL Summary 01/24 300	FPL Summary 01/24	\$ 14,779.18
Hands Free Security, LLC	100616	13701616	Exit Gate Service Call 01/24	\$ 155.00

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 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	100634	13701832	Resident Gate Service Call 02/24	\$ 155.00
Hotwire Communications, LTD	100622	30210660 02/24	Cable Services 02/24	\$ 229.99
Johnson Engineering, Inc.	100617	20097877-024 1	WUP Compliance Monitoring 23/24 01/24	\$ 2,646.00
New IQ, LLC	100637	40589	Headlamp Sticker Tags 02/24	\$ 3,335.00
Persson, Cohen & Mooney, P.A.	100624	4684	Legal Services 01/24	\$ 235.50
Persson, Cohen & Mooney, P.A.	100624	4685	Legal Services 01/24	\$ 4,788.50
Pinnacle Landscapes, Inc.	100618	15911	Turf Installation & Irrigation Repairs 01/24	\$ 1,820.00
Pinnacle Landscapes, Inc.	100618	15913	Dirt Removal 01/24	\$ 250.00
Pinnacle Landscapes, Inc.	100618	15918	Irrigation Repair 01/24	\$ 3,968.00
Pinnacle Landscapes, Inc.	100625	15889	General Monthly Maintenance 01/24	\$ 26,766.25
Pinnacle Landscapes, Inc.	100625	15933	Irrigation Repairs 01/24	\$ 1,375.00
Pinnacle Landscapes, Inc.	100638	15956	Plant Replacement 02/24	\$ 3,730.00

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pinnacle Landscapes, Inc.	100638	15957	Tree Replacement 02/24	\$ 1,575.00
Pinnacle Landscapes, Inc.	100638	15958	Remove & Replace Plants 02/24	\$ 3,937.50
Pinnacle Landscapes, Inc.	100638	15966	Plant Installation 02/24	\$ 274.00
Pinnacle Landscapes, Inc.	100638	15967	Plant Replacement 02/24	\$ 2,105.00
Pinnacle Landscapes, Inc.	100638	15968	Sod Install 02/24	\$ 2,485.00
Provencia at Paseo	100626	020824	Reimbursement for Hog Trapping 02/24	\$ 340.00
Risk Mitigation Solutions, Inc.	100630	401241	Annual Website & Reporting 02/24	\$ 1,850.00
Rizzetta & Company, Inc.	100609	INV0000087067	District Management Fees 02/24	\$ 12,194.17
Rizzetta & Company, Inc.	100613	INV0000087174	Amenity Management & Personnel 02/24	\$ 3,812.43
Rizzetta & Company, Inc.	100614	INV0000087192	Out of Pocket Expenses 01/24	\$ 161.01
Rizzetta & Company, Inc.	100629	INV0000087691	Personnel Reimbursement 02/24	\$ 2,876.51
Solitude Lake Management, LLC	100639	PSI048898	Monthly Maintenance 02/24	\$ 2,367.87

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Southeast Spreading Company, LLC	100640	43389	2023 Mulch Installation 02/24	\$ 39,594.24
Suntech Electrical Contractors, Inc.	100635	5484-88	Lighting Repair 11/23	\$ 12,145.00
Superior Waterway Services, Inc.	100627	94837	Quarterly Fountain Maintenance 02/24	\$ 225.00
Superior Waterway Services, Inc.	100641	94153	Quarterly Fountain Maintenance 02/24	\$ 2,625.00
Tower Compactor Rentals, LLC	100611	RENTAL-24-01153	Trash Compactor 02/24	\$ 333.90
Weiser Security Services, Inc	100619	1149490	Guard Weekly Billing 1/19/2024 - 1/25/2024	\$ 2,408.56
Weiser Security Services, Inc	100628	1151192	Guard Weekly Billing 01/26/2024 - 02/01/2024	\$ 2,408.56
Weiser Security Services, Inc	100636	1151859	Guard Weekly Billing 01/26/2024 - 02/08/2024	<u>\$ 2,412.04</u>
<b>Report Total</b>				<b><u>\$ 181,699.75</u></b>



# Tab 10



Rizzetta & Company

**UPCOMING DATES TO REMEMBER**

- **Next Meeting:** April 24, 2024
- **FY 2022-2023 Audit Completion Deadline:** June 2024
- **Next Election (Seats 3,4, and 5):** November 5, 2024

**District  
Manager's  
Report**

March 20

**2024**

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<u>FINANCIAL SUMMARY</u>		<u>2/29/2024</u>
General Fund Cash & Investment Balance		\$1,735,338
Reserve Fund Investment Balance		\$1,106,579
Debt Service Fund Investment Balance		\$1,157,732
<b>Total Cash and Investment Balances</b>		<b>\$3,999,649</b>
<b>General Fund Expense Variance:</b>	<b>\$58,491</b>	<b>Under Budget</b>



**Financial Statement Notes:**

<b>Paseo CDD Variance Notes</b>			
<b>Line Item</b>	<b>YTD Actual Expense</b>	<b>Variance</b>	<b>Notes</b>
Guard Gate Facility Maintenance and Repair	\$ 17,546.00	(2,963.00)	Gate repairs service calls.
Utility Irrigation	\$ 24,506.00	(9,387.00)	Dry season. The monthly cost will reduce once we enter the rainy season.
Utility Street Lights	\$ 9,978.00	(1,146.00)	Monthly avg. \$ 1995.60
Wetland Monitoring and Maintenance	\$ 20,503.00	(1,230.00)	Native Trimming conducted. Line item is within Budget.
Hurricane Expenses	\$ 3,240.00	(3,240.00)	Gazebo fence deposit
Irrigation Repair	\$ 18,025.00	(5,525.00)	Hoover Pumping Systems renewal and ongoing irrigation repairs.
Landscape Maintenance	\$ 147,143.00	(14,187.00)	Tree removals completed by both Ameriscape and Pinnacle
Roadway Repair and Maint.	\$ 4,500.00	(2,417.00)	MRI box # 6 hydro seal.
Street Light Maint.	\$ 18,963.00	(12,713.00)	New Pole installed on Esteban
Capital Projects	\$ 113,105.00	(10,384.00)	Hoover Pumping Systems Project

**Superior Waterway Proposal** – District staff has been receiving complaints regarding the color variations of the fountain lights. We requested for Superior to evaluate all fountains and provide a proposal to replace the lights of those with variations. This proposal is on the agenda for Board discussion and consideration.

**Hoover Pumping Systems Proposal** – As requested Hoover Pumping Systems has provided us with a rough estimate to add the wells to the Flowguard System. The rough estimate was in the lower \$ 20,000 range for the Flowguard Panel and discharge header with a magnetic flow meter. Pending receipt of formal proposal.

**Tree Removal and Replacement Policy** – Staff is being challenged by homeowners regarding the list provided for tree replacements. District Staff will be recommending that the Board adopt a formal policy once the Board has approved a formal tree replacement list.



**2014 Legislative Session Conclusion** – The 2014 Legislative Session has concluded. The following is a summary of bills approved during the Legislative Session :

HB 7013, Special Districts – HB 7013 was amended on the floor on the last full day of session and was passed. The bill, as amended, impacts community development districts primarily by requiring special districts, by October 1, 2024, to establish performance measures, goals and objectives for each program and activity undertaken by the district and to publish an annual report on the special district website concerning the achievement or failure of these measures and the bill repeals section 190.047, which allowed incorporation or annexation of community development districts. Notably, the previously proposed requirement for a sworn statement regarding majority residential use to establish a district was removed. This bill has an effective date of July 1, 2024.

SB 7014, Ethics – SB 7014, if signed, will result in a significant change to Florida Commission on Ethics laws. In summary, the bill (1) creates timeframes for completion of investigations of alleged ethics violations, (2) allows particularly attorney financial disclosures that may otherwise violate a legal confidentiality or privilege to indicate income source is a “legal client” without more information, (3) provides a two full term limit (not just consecutive terms) for members of the Commission, (4) specifies that a complainant is liable for costs plus reasonable attorney fees for filing complaints with malicious intent against public officers, employees or candidates; and (6) requires allegations in complaints to the Commission on Ethics to be based on personal knowledge or information other than hearsay, and (7) other provisions concerning penalties and violations. This bill will be effective upon becoming law.

**Budget workshop** - We will need to schedule a budget workshop. Dates to be discussed with the Board at the meeting.