



Rizzetta & Company

# Paseo Community Development District

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**Board of Supervisors' Meeting  
August 21, 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 Kent Gammon R. Chris Shimer 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.

August 20, 2024

Board of Supervisors  
**Paseo Community  
 Development District**

**REVISED AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of Paseo Community Development District will be held on **Wednesday, August 21, 2024, at 10:00 a.m.** at the Paseo Village Center Theater, 11611 Paseo Grande Boulevard, Fort Myers, FL 33912. The following is the revised agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. STAFF REPORTS**
  - A. Landscape Inspection Services  
 Review of August 12, 2024 Landscape Inspection Report ..... Tab 1
  - B. Landscape Liaison
  - C. Condo Assoc. Liaison
  - D. Master Assoc. Liaison
  - E. Chairman..... Tab 2**
    1. Update on Meeting with SFWMD Regarding Hog  
 Fence Location
  - F. District Engineer
  - G. District Counsel
  - H. District Manager ..... Tab 3
- 4. BUSINESS ITEMS**
  - A. Public Hearing to Consider the Adoption of the Fiscal  
 Year 2024/2025 Budgets
    - 1. Presentation of the Proposed Final Budget for  
 Fiscal Year 2024/2025..... Tab 4**
    2. Consideration of Resolution 2024-07, Relating  
 to the Annual Appropriations and Adopting the  
 Budget(s) for Fiscal Year 2024/2025 ..... Tab 5
    3. Consideration of Resolution 2024-08, Making a  
 Determination of Benefit and Imposing Special  
 Assessments for Fiscal Year 2024/2025 ..... Tab 6
  - B. Consideration of Resolution 2024-09, Adopting a Meeting  
 Schedule for Fiscal Year 2024-2025 ..... Tab 7
  - C. Consideration of Updated Contract for District Management  
 Services..... Tab 8
  - D. Consideration of Passarella & Associates Contract  
 Amendment to Add Condo Building and Quad Numbers  
 to the GIS ..... Tab 9
  - E. Review and Consideration of Goals and Objectives Memo  
 Related to HB 7013 ..... Tab 10

**5. BUSINESS ADMINISTRATION**

- A. Consideration of the Minutes of the Board of Supervisors' Meeting held on July 24, 2024..... Tab 11
- B. Ratification of the Operations and Maintenance Expenditures for the Month of July 2024 ..... Tab 12

**6. SUPERVISOR REQUESTS**

**7. 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



August 12th, 2024  
Rizzetta & Company  
John Fowler– Landscape Specialist



Rizzetta & Company  
Professionals in Community Management

# Summary & Zone 1

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

- ☐ Rainy season has started.
- ☐ Treat weeds throughout the district..

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

Zone 1 Penzance, Guardhouse & Paseo Grande

Zone 2 Condos, west of Paseo Grande,

Zone 3 Condos, east of Paseo Grande

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

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

Zone 6 Adelio, Dario & Adora

Zone 7 Esteban, (both sides) & Macario

Zone 8 Hidalgo, Falisto & Renata

1. Diagnose and treat the declining Flax Lilies in the first bed on Penzance Blvd. if turning off Palomino.
2. Ensure the fire hydrant is being weedeated around even if the area is to wet on Penzance Blvd. (Pic. 2)



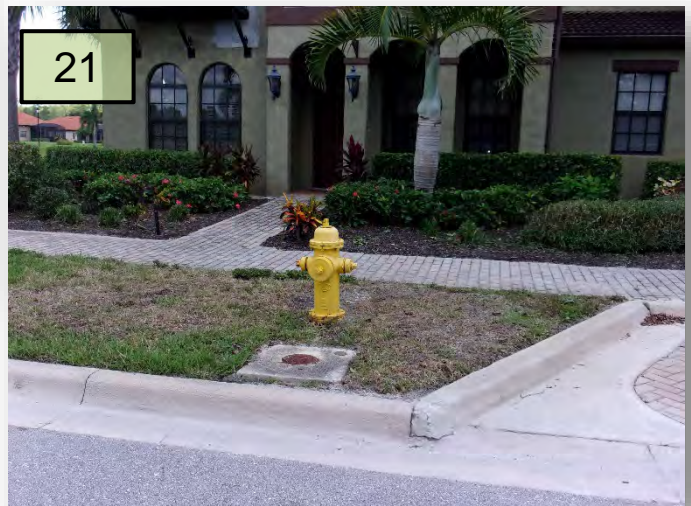
3. Investigate the decline in a couple Oak trees on the ROW of Penzance from Palomino to Musket Ln. Was a lightning strike confirmed? Should remove just the dead branches for now.
4. Schedule a pruning event to even out the Bougainvillea by the end of the aluminum fence on the East end of Penzance Blvd.
5. Palm frond removal looks much better on the Eastend of Penzance. There are a few on the West end but Pinnacle is onsite working on it during this inspection.
6. Treat weeds in the bed on Penzance Blvd. ROW from Paseo Grande Blvd. to Eastend of the property.
7. Treat sedge in Zoysia on Paseo Grande Blvd. median between Penzance and guard gate.

# Zone 1

8. There are a couple dead annuals that should be replaced on the bullnose median of Paseo Grande Blvd. and Penzance intersection.
9. Diagnose and treat the Juniper 'Parsoni' in the median of Paseo Grande Blvd. between Penzance and guard gate. Remove any dead or diseased material.
10. Remove any dead material out of the Bromeliads in the median of Paseo Grande Blvd. between Penzance and guard gate. (Pic. 10)



17. Diagnose and treat declining turf at light pole #103 on Paseo Grande Blvd.
18. Remove dead hanging tree branch along the lake bank by light pole #99 on Paseo Grande Blvd.
19. Treat weeds in the beds at the Northeast gazebo on Paseo Grande Blvd.
20. Diagnose and treat a declining Foxtail Palm across the street from the Northeast gazebo on Paseo Grande Blvd.
21. Diagnose and treat the declining turf by the fire hydrant across the street between the Northeast gazebo and light pole #107 on Paseo Grande Blvd. (Pic. 21)



11. Remove vines growing on top of the Ixora in the median with the guard house on Paseo Grande Blvd.
12. Remove weeds growing up in the shrubs at the Southeast gazebo on Paseo Grande Blvd.
13. Treat paver weeds in the sidewalk that surrounds the lake on Paseo Grande Blvd.
14. Noting ruts continue to be present on the roundabouts on Paseo Grande Blvd. (Pic. 14>)
15. Remove vines growing on top of the Arboricola behind light pole #99 on Paseo Grande Blvd.
16. Treat sedge in the turf at Paseo Grande Blvd. East roundabout.

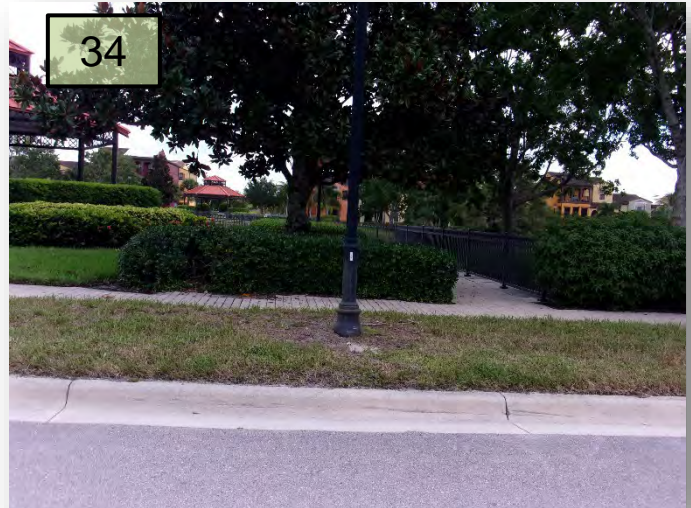




# Zone 1

22. Diagnose and treat turf on Paseo Grande Blvd. just East of Paseo Dr. by light pole #57.
23. Remove a dead hanging Coconut Palm frond on Paseo Grande Blvd. just East of Paseo Dr.
24. Remove vines growing on top of the Podocarpus and Firebush on Paseo Grande Blvd. just East of Paseo Dr.
25. Diagnose and treat Crinum Lilies on the East corner of the Paseo Grande Blvd. and Paseo Dr. intersection. It appears insects are present again.
26. Remove vines growing on the Coco Plum behind light pole #60 on Paseo Grande Blvd. just West of Paseo Dr.
27. Remove Mexican Petunia growing within the Arboricola at the dumpster area on Paseo Grande Blvd. just West of Paseo Dr.
28. Diagnose and treat the declining turf on Paseo Grande Blvd. just North of light pole #71.
29. Diagnose and treat declining turf that has not improved by light pole #72.
30. Remove weeds growing up within the Arboricola along the lake bank behind light pole # 72 on Paseo Grande Blvd.
31. Diagnose and treat declining turf at light pole #73 and small area next to the Northwest gazebo on Paseo Grande Blvd. (Pic. 31>)
32. Diagnose and treat the declining Maui Ixora at the West roundabout on Paseo Grande Blvd. Remove any dead or diseased material.
33. Remove any extra Blue Agave pups growing in the landscape bed of Paseo Grande Blvd. West roundabout.

34. Diagnose and treat declining turf at light pole #76 and #77 on Paseo Grande Blvd. Asking why so much turf is declining? Fungus? (Pic. 34)



35. Diagnose and treat a declining Foxtail Palm across the street from light pole #82 on Paseo Grande Blvd.
36. Remove Mexican Petunia growing up within the shrubs along the lake bank behind light pole #84.
37. Noting new trees were installed at the Southwest gazebo and are establishing nicely.
38. Diagnose and treat the declining turf at light pole # 90 on Paseo Grande Blvd. on the West end.



## Zone 2

1. Treat joint crack weeds on Bibiana Way between the concrete curbing and the asphalt.
2. Diagnose and treat the declining turf on either side of light pole #131 on Bibiana Way. (Pic. 2)



1. Treat weeds in the bed at light pole #131 on Bibiana Way.
2. **Diagnose and treat the Foxtail Palm just East of light pole #132 on Bibiana Way that shows signs of Frizzle Top. Was this treated? It appears to be worse than last inspection.**
3. Treat weeds in the paver sidewalk along Bibiana Way ROW.
4. Diagnose and treat declining turf at light pole #132 on Bibiana Way. (Pic. 6>)
5. **Diagnose and treat a declining Foxtail Palm across the street from Rosalinda on Bibiana Way. It is located between light poles #134 and #135.**
6. Raise the Royal Poinciana tree canopy that is almost touching the ground at the mailbox kiosk on Bibiana Way.
7. Treat any sedge in the turf on Bibiana Way ROWs.

8. Appears heart has fallen out of a Foxtail Palm across the street from light pole #170 on Bibiana that will need to be replaced. (Pic. 8)



9. Treat broadleaf turf weeds by light pole #204 on Bibiana Way.
10. Diagnose and treat declining turf across the street from light pole #223 on Esperanza St.
11. Diagnose and treat declining turf under light pole #222 on Esperanza St.
12. Diagnose and treat declining turf under the speed limit sign by light pole #218.
13. Diagnose and treat declining turf on Emilia St. by the stop sign. Need to improve most the turf on Emilia St. that appears to have fungus present.



## Zone 2

14. Diagnose and treat the declining turf at light pole #210 on Emilia St. (Pic. 14)



15. Diagnose and treat declining turf at light pole #198 on Adoncia Way.
16. Diagnose and treat a declining Foxtail Palm by light pole #190 on Tulio Way.



# Zone 3

1. Overspray on tree ring on Herminia St. Ensure not treating with wind speeds over 7 mph. (Pic. 1)



2. Remove weeds in the Coco Plum at the mailbox kiosk on Palba Way.
3. Diagnose and treat declining turf on either side of the mailbox kiosk on Palba Way.
4. Diagnose and treat declining turf at light pole #320. (Pic. 4)



5. Remove grass growing up out of the speed limit sign at the mailbox kiosk on Palba Way.
6. Diagnose and treat declining turf on the Southeast corner of Palba Way where it turns into Izarra Way.
7. Improve the turf quality at light pole #278 on Izarra Way..

8. Foxtail Palm is not improving on the corner of Izarra and Nalda.

9. Diagnose and treat declining turf at light pole #397 on Izarra Way.
10. Diagnose and treat declining turf by light pole #291 on Izarra Way. (Pic. 10)



11. Diagnose and treat declining turf at light pole #294 and #295 on Izarra Way.

12. Treat broadleaf turf weeds and sedge by the lift station on Nalda St.

13. Treat broadleaf turf weeds at light pole #244 on Nalda St.

14. Diagnose and treat turf at light pole #286 on Melosia St.

15. Diagnose and treat declining turf at light pole #273 on Javiera Way.

16. Treat broadleaf turf weeds at the corner of Javiera Way and Nalda St. intersection.

17. Remove sucker growth off the base of the Shady Lady tree trunks on Javiera Way.

18. Ensure duff is spread out that clumps together after mowing. There is some present on Javiera Way by Paseo Grande Blvd.

# Zone 4

1. Remove a hanging Pygmy Date Palm frond at the entrance of Provencia monument.
2. Treat grassy weeds in the Provencia roundabout bed.
3. Diagnose and treat a declining Arboricola on the Northside of the Provencia roundabout bed.
4. Remove Purple Queen growing up in the plants on the exit side of Provencia monument. (Pic. 4)
12. Turf at Mercado Ct. entrance and exit monument has not filled in and may need new turf. There is paint present like it will be replaced soon.
13. Treat grassy weeds in the Mercado Ct. roundabout bed.
14. Treat weeds in the monument beds of Mercado Ct.



5. Schedule a pruning event for the Jasmine at the Rosalinda monuments.
6. Remove vines growing on top of the shrubs at the Rosalinda monument.
7. Remove the Strangler Fig off the base of the palm on Felisa Ct. median. (Pic. 7>)
8. Treat grassy weeds in the Rosalinda roundabout bed.
9. Remove Purple Queen growing in the monument bed of Sarita Ct.
10. Treat weeds in the monument beds at Sarita Ct.
11. Remove dead hanging palm fronds at Sarita Ct. roundabout.



# Zone 5

1. Remove some large weeds growing up it the Arboricola on both ROWs of Paseo Dr. from Paseo Grande Blvd. to the bridge.

2. Schedule a pruning event for the Copperleaf for a more even appearance on Paseo Dr. before the bridge. (Pic. 2)



3. Treat weeds in the Croton bed on Paseo Dr. from the bridge to Adelio Ln.

4. Remove dead hanging palm fronds in the Bismark and Coconut palms at the Adelio Ln. intersection with Paseo Ln.

5. Diagnose and treat the Jathropha Standards on either side of light pole #318 on Paseo Dr.

6. Noting turf still needs to improve across the street from Adelio Ln. on Paseo Dr.

7. Noting a lot of weeds on the backside of the berm on Paseo Dr. at Adelio Ln. (Pic. 7>)

8. Diagnose and treat declining turf on the entrance side of Adelio Ln. and Paseo Dr. intersection.

9. Remove a vine growing up a palm tree across the street from Dario Way on Paseo Dr.

10. Diagnose and treat declining turf on the exit side of Esteban Dr. North and Paseo Dr. intersection.

11. Treat weeds in the Croton bed on the entrance side of Esteban Dr. North and Paseo Dr. intersection. (Pic. 11)



12. Remove weeds growing on the Arboricola behind light pole #356 on Paseo Dr.

13. Remove dead hanging palm fronds at Hildalgo Ct. and Paseo Dr. intersection.

14. Remove a nicked hanging Coconut palm frond across the street from Hildalgo Ct.

15. Remove a small debris pile in the bed on the entrance corner of Hildalgo Ct. and Paseo Dr. intersection.

16. Treat bed weeds on Paseo Dr. between Hildalgo Ct. and Falisto Pl.



## Zone 6

1. Treat bed weeds at the Adelio Ln. roundabout bed.
2. Treat joint crack weeds between the concrete curb and asphalt at Adelio Ln. roundabout.
3. Diagnose and treat declining turf at Dario Way roundabout.
4. Treat sedge in the turf at Adora Ct. roundabout.



## Zone 7

1. Remove vines growing on top of the Arboricola at Esteban Dr. North roundabout.
2. Treat broadleaf turf weeds at Esteban Dr. North roundabout.
3. Diagnose and treat declining turf at Marcario Ct.
4. Treat bed weeds at Marcario Ct. roundabout bed.





## Zone 8

1. Treat weeds in the roundabout bed at Hidalgo Ct.
2. Turf still recovering from drought stress at Falisto Pl. roundabout.
3. Treat sedge in the turf at Renata Ct.



# Tab 2

## Chairman's Report 8/21/24

1. FL Class 5.43% yield Oct 1, 2023 to present. FYTD income is \$101,456.24.
2. Signed proposals/docs not brought before the board:
  - a. FEMA withdrawal document
  - b. Curb King \$8300 to fix sidewalk drainage on Javiera
  - c. Signarama \$14,430.94. An increase of approx. \$3000 vs. original proposal approved by the board – Bring signage up to MUTC standards.
3. Met with SFWMD representative and Mr. Tarn concerning hog fence options.
4. Met with Hog sub committee and Lee County Parks/Recreation management concerning hog trapping efforts.

# Tab 3



Rizzetta & Company

**UPCOMING DATES TO REMEMBER**

- **Next Meeting:** September 25, 2024
- **FY 2022-2023 Audit Completion Deadline:** Completed
- **Next Election (Seats 3,4, and 5):** November 5, 2024

August 14

**District  
Manager's  
Report**

**2024**

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<u>FINANCIAL SUMMARY</u>		<u>6/30/2024</u>
General Fund Cash Balance		\$1,452,723
Reserve Fund Investment Balance		\$1,126,630
Debt Service Fund Investment Balance		\$621,869
<b>Total Cash and Investment Balances</b>		<b>\$3,201,222</b>
<b>General Fund Expense Variance:</b>	<b>\$225,073</b>	<b>Under Budget</b>



**Financial Statement Notes:**

Paseo CDD Variance Notes			
Line Item	YTD Actual Expense	Variance	Notes
Guard Gate Facility Maintenance and Repair	\$ 46,347.00	\$ 20,097.00	Hands Free Service calls plus maintenance of the guardhouse.
Utility Irrigation	\$ 43,510.00	\$ 17,260.00	Pump station usage is less during the rainy season.
Fountain Service Repairs and Maint.	\$ 36,527.00	\$ 12,302.00	Fountain # 16 AB new 3 phase starter motor installed in December.
Hurricane related expenses	\$ 6,480.00	\$ 6,480.00	Gazebo fence repairs
Street Light/Decorative Light Maintenance	\$ 28,334.00	\$ 17,084.00	Two new light poles installed one on Esteban drive and another on Dario way.

**Ethics Training Reminder** – Supervisors if you have not done so yet please remember that this is a requirement. If you need information to complete ethics training, please let us know.

# Tab 4



Rizzetta & Company

**Paseo**

**Community Development District**

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**Approved Proposed Budget  
Fiscal Year 2024/2025**



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Rizzetta & Company

Proposed Budget
Paseo Community Development District
General Fund
Fiscal Year 2024/2025

Table with columns: Chart of Accounts Classification, Actual YTD through 06/30/24, Projected Annual Totals 2023/2024, Annual Budget for 2023/2024, Projected Budget variance for 2023/2024, Budget for 2024/2025, Budget Increase (Decrease) vs 2023/2024, Comments. Rows include REVENUES (Interest Earnings, Special Assessments, Tax Roll, etc.) and EXPENDITURES (ADMINISTRATIVE, FIELD OPERATIONS, Security Operations, etc.).

**Proposed Budget  
Paseo Community Development District  
Reserve Fund  
Fiscal Year 2024/2025**

	Chart of Accounts Classification	Actual YTD through 06/30/24	Projected Annual Totals 2023/2024	Annual Budget for 2023/2024	Projected Budget variance for 2023/2024	Budget for 2024/2025	Budget Increase (Decrease) vs 2023/2024	Comments
1								
2	<b>REVENUES</b>							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 15,037	\$ 20,049	\$ -	\$ 20,049	\$ 27,150	\$ 27,150	
6	Special Assessments							
7	Tax Roll*	\$ 310,939	\$ 310,939	\$ 310,939	\$ -	\$ 222,850	\$ (88,089)	
8								
9	<b>TOTAL REVENUES</b>	<b>\$ 325,976</b>	<b>\$ 330,988</b>	<b>\$ 310,939</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ (60,939)</b>	
10								
11	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 325,976</b>	<b>\$ 330,988</b>	<b>\$ 310,939</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	
12								
13	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
14								
15	<b>EXPENDITURES</b>							
16								
17	Contingency							
18	Capital Reserves	\$ -	\$ 310,939	\$ 310,939	\$ -	\$ 250,000	\$ (60,939)	
19	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20								
21	<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 310,939</b>	<b>\$ 310,939</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ (60,939)</b>	
22								
23	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 325,976</b>	<b>\$ 20,049</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,939</b>	

Paseo Community Development District

Debt Service

Fiscal Year 2024/2025

Chart of Accounts Classification	Series 2018	Budget for 2024/2025
<b>REVENUES</b>		
Special Assessments		
Net Special Assessments <sup>(1)</sup>	\$771,656.91	\$771,656.91
<b>TOTAL REVENUES</b>	<b>\$771,656.91</b>	<b>\$771,656.91</b>
<b>EXPENDITURES</b>		
<b>Administrative</b>		
Debt Service Obligation	\$771,656.91	\$771,656.91
<b>Administrative Subtotal</b>	<b>\$771,656.91</b>	<b>\$771,656.91</b>
<b>TOTAL EXPENDITURES</b>	<b>\$771,656.91</b>	<b>\$771,656.91</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>

Lee County Collection Early Payment Discounts (4%):

4.00%

**GROSS ASSESSMENTS**

**\$803,809.28**

**Notes:**

Tax Roll Early Payment Discount for Lee County is 4.0% of Tax Roll.

Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less any Prepaid Assessments Received

**PASEO COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

<b>2024/2025 O&amp;M Budget:</b>		\$2,211,518.59	<b>2023/2024 O&amp;M Budget:</b>	\$2,228,842.49
<b>Early Payment Discount:</b>	4%	\$92,146.61	<b>2024/2025 O&amp;M Budget:</b>	\$2,211,518.59
<b>Tax Collector Fee (\$1.84 per parcel):</b>		\$2,108.64		
<b>2024/2025 Total:</b>		<b>\$2,305,773.83</b>	<b>Total Difference:</b>	<b>-\$17,323.90</b>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2023/2024	2024/2025	\$	%
<i>Multi-Family</i>	Series 2018 Debt Service	\$524.34	\$524.34	\$0.00	0.00%
	Operations/Maintenance	\$1,706.90	\$1,687.76	-\$19.14	-1.00%
	Capital Project Assessment <sup>(1)</sup>	\$355.83	\$355.83	\$0.00	0.00%
	<b>Total</b>	<b>\$2,587.07</b>	<b>\$2,567.93</b>	<b>-\$19.14</b>	<b>-1.00%</b>
<i>Single Family</i>	Series 2018 Debt Service	\$1,048.67	\$1,048.67	\$0.00	0.00%
	Operations/Maintenance	\$1,605.97	\$1,596.64	-\$9.33	-1.00%
	Capital Project Assessment <sup>(1)</sup>	\$355.83	\$355.83	\$0.00	0.00%
	<b>Total</b>	<b>\$3,010.47</b>	<b>\$3,001.14</b>	<b>-\$9.33</b>	<b>0.00%</b>
<i>Villa</i>	Series 2018 Debt Service	\$1,048.67	\$1,048.67	\$0.00	0.00%
	Operations/Maintenance	\$1,605.97	\$1,596.64	-\$9.33	-1.00%
	Capital Project Assessment <sup>(1)</sup>	\$355.83	\$355.83	\$0.00	0.00%
	<b>Total</b>	<b>\$3,010.47</b>	<b>\$3,001.14</b>	<b>-\$9.33</b>	<b>0.00%</b>

<sup>(1)</sup> Capital Project Assessment covers budgeted expenses associated with capital projects planned for Fiscal Year 2024-2025.

**PASEO COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

<b>TOTAL O&amp;M BUDGET</b>		<b>\$1,754,531.59</b>	<b>TRASH COMPACTOR ASSESSMENT <sup>(1)</sup></b>		<b>\$65,520.00</b>
<b>EARLY PAYMENT DISCOUNTS</b>	<b>4.0%</b>	<b>\$73,105.48</b>	<b>EARLY PAYMENT DISCOUNTS @</b>	<b>4.0%</b>	<b>\$2,730.00</b>
<b>TAX COLLECTOR FEE (\$1.84/PARCEL)</b>		<b>\$2,108.64</b>			
<b>TOTAL O&amp;M ASSESSMENT</b>		<b><u>\$1,829,745.71</u></b>	<b>TOTAL TRASH COMPACTOR ASSESSMENT</b>		<b><u>\$68,250.00</u></b>
			<b>TOTAL CAPITAL PROJECT ASSESSMENT</b>		<b><u>\$407,778.13</u></b>

UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				ALLOCATION OF TRASH COMPACTOR ASSESSMENT <sup>(1)</sup>				ALLOCATION OF CAPITAL PROJECT ASSESSMENT <sup>(2)</sup>				PER LOT ANNUAL ASSESSMENT			
LOT SIZE	O&M	SERIES 2018 DEBT SERVICE <sup>(3)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL TRASH COMP.	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL CAPITAL PROJ.	O&M	CAPITAL PROJ. ASSESSMENT	SERIES 2018 DEBT SERVICE <sup>(3)</sup>	TOTAL <sup>(4)</sup>
Multi-Family (A-1)	271	268	1.00	271.00	23.65%	\$432,688.56	1.00	271.00	36.18%	\$24,693.93	1.00	271.00	23.65%	\$96,429.21	\$1,687.76	\$355.83	\$524.34	\$2,567.93
Multi-Family (A-2)	478	477	1.00	478.00	41.71%	\$763,192.36	1.00	478.00	63.32%	\$43,556.07	1.00	478.00	41.71%	\$170,085.47	\$1,687.76	\$355.83	\$524.34	\$2,567.93
Single Family (A-1)	137	134	1.00	137.00	11.95%	\$218,739.23	0.00	0.00	0.00%	\$0.00	1.00	137.00	11.95%	\$48,748.34	\$1,596.64	\$355.83	\$1,048.67	\$3,001.14
Single Family (A-2)	184	184	1.00	184.00	16.06%	\$293,781.16	0.00	0.00	0.00%	\$0.00	1.00	184.00	16.06%	\$65,472.23	\$1,596.64	\$355.83	\$1,048.67	\$3,001.14
Villa (A-2)	76	76	1.00	76.00	6.63%	\$121,344.39	0.00	0.00	0.00%	\$0.00	1.00	76.00	6.63%	\$27,042.88	\$1,596.64	\$355.83	\$1,048.67	\$3,001.14
	<u>1146</u>	<u>1139</u>		<u>1146.00</u>	<u>100.00%</u>	<u>\$1,829,745.71</u>		<u>749.00</u>	<u>100.00%</u>	<u>\$68,250.00</u>		<u>1146.00</u>	<u>100.00%</u>	<u>\$407,778.13</u>				

LESS: Lee County Collection Costs (\$1.84 per parcel / line) and Early Payment Discounts (4%):

		<b>(\$75,214.12)</b>			<b>(\$2,730.00)</b>
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**Net Revenue to be Collected:**

		<b><u>\$1,754,531.59</u></b>			<b><u>\$391,467.00</u></b>
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<sup>(1)</sup> Reflects the number of total lots with Series 2018 debt outstanding.

<sup>(2)</sup> Only the Multi-Family units have access to the trash compactor, therefore are the only units benefiting from that service.

<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2018 bond issues. Annual assessment includes principal, interest, Lee County collection costs and early payment discounts.

<sup>(4)</sup> Annual assessment that will appear on November 2024 Lee County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.



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**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).



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**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

## EXPENDITURES - FIELD OPERATIONS:

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.



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**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.



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**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.



**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

### EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



# Tab 5

## RESOLUTION 2024-07

**THE ANNUAL APPROPRIATION RESOLUTION OF THE PASEO COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2024, submitted to the Board of Supervisors (“**Board**”) of the Paseo Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two (2) days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, has considered any proposed amendments thereto, and approves the appropriations reflected in the Proposed Budget, as shown in Section 2 below.



- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, if applicable, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended (if applicable), shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Paseo Community Development District for the Fiscal Year Ending September 30, 2025.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL RESERVE FUND	\$ _____
DEBT SERVICE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within sixty (60) days following the end of the Fiscal Year 2024/2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 21<sup>ST</sup> DAY OF AUGUST, 2024.**

ATTEST:

**PASEO COMMUNITY DEVELOPMENT DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2024/2025 Budget

**Exhibit A**  
Fiscal Year 2024/2025 Budget

# Tab 6

## RESOLUTION 2024-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PASEO COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Paseo Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in the City of Fort Myers, Lee County, Florida (“**County**”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2024/2025; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Paseo Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B”**, is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B”**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B”**. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B”**, is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED this 21<sup>ST</sup> DAY of AUGUST, 2024.**

ATTEST:

**PASEO COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll

**Exhibit A**  
Fiscal Year 2024/2025 Budget



**Exhibit B**  
Assessment Roll

Assessment roll is maintained in the District's official records and is available upon request. Certain Exempt information may be redacted prior to release in compliance with Chapter 119, Florida Statutes.

# Tab 7

**RESOLUTION 2024-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PASEO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2024/2025, AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

1. The Fiscal Year 2024/2025 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

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

**PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2024.**

**PASEO COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY / ASST. SECRETARY**

**EXHIBIT "A"**  
**BOARD OF SUPERVISORS MEETING DATES**  
**PASEO COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025**

October 23, 2024  
December 11, 2024  
January 22, 2025  
February 26, 2025  
March 26, 2025  
April 23, 2025  
May 28, 2025  
June 25, 2025  
July 23, 2025  
August 20, 2025  
September 24, 2025

All meetings will convene at 10:00 a.m. and will be held at the Paseo Village Centre - Theatre, located at 11611 Paseo Grande Boulevard, Fort Myers, Florida 33912.

# Tab 8

## CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

**DATE:** October 1, 2024

**BETWEEN:** **RIZZETTA & COMPANY, INC.**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**District Manager**")

**AND:** **PASEO COMMUNITY DEVELOPMENT DISTRICT**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**.")

### PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.

**A. STANDARD ON-GOING SERVICES.** The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



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- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments

**B. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

**II. ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the



additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

IV. **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

V. **TERM.** The District Manager's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VI. **FEES AND EXPENSES; PAYMENT TERMS.**

**A. FEES AND EXPENSES.**

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.





- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

## B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.



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- VII. SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- IX. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.
- X. RESPONSIBILITIES.**
- A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- XI. TERMINATION.** This Contract may be terminated as follows:
- A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager electronically at the address noted herein.
- B.** By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.
- C.** By the District Manager or District, for any reason, upon provision of a minimum of



sixty (60) days written (electronic) notice of termination to the address noted herein.

- D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

## XII. GENERAL TERMS AND CONDITIONS.

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Lee County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- F. The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

## XIII. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs,



and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

**DISTRICT MANAGER INDEMNIFICATION.** The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

**B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**XIV. WAIVER OF DAMAGES.** The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the scope of this Agreement. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.



**XV. INSURANCE.**

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.
- E.** If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.



- XVI. ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.
- XVII. COMPLIANCE WITH PUBLIC RECORDS LAWS.** District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District’s Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the District Manager, the District Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

- XVIII. NOTICES.** All notices, requests, consents and other communications under this Contract (“Notices”) shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to the District:**

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



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**With a copy to:** Persson, Cohen, Mooney, Fernandez & Jackson, P.A.  
6853 Energy Court  
Lakewood Ranch, FL 34240  
Attn: District Counsel

**If to the District Manager:** Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the District Manager may deliver Notice on behalf of the District and the District Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XIX. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the District Manager and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXIII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or



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corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.

- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXVI. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- XXVII. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
- A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
  - B.** If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.
  - C.** If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.





**XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT.** District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

**XXIV. FORCE MAJEURE.** The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

**XXV. DISLCOSURE.** Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

*(Remainder of this page is left blank intentionally)*



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Therefore, the District Manager and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

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

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

**PASEO COMMUNITY DEVELOPMENT DISTRICT**

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

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Municipal Advisor Disclaimer
- Exhibit D** – Public Records Request Policy



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**EXHIBIT A**  
Scope of Services

**STANDARD ON-GOING SERVICES:** These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

**MANAGEMENT:**

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
  1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
  2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
  3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
  4. Provide Form 1 Financial Disclosure documents for Board Members
  5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
  6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
  7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
  8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
  9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
  10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
  11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
    - a. Provide written notice to owners of public hearing on the budget and its related assessments.
  12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
  13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
  14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
  16. Provide for submitting the regular meeting schedule of the Board to County.
  17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
  18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
  20. Provide for public records announcement and file document of registered voter data each June.
  21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
  22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
  23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
    - a. Provide for the appropriate ad templates and language for each of the above.
  24. Provide for instruction to Landowners on the Election Process and forms, etc.
  25. Respond to Bond Holders Requests for Information.
  26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

**ADMINISTRATIVE:**

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
  - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

**ACCOUNTING:**

**A. Financial Statements**

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
  - a) Chart of Accounts
  - b) Vendor and Customer Master File
  - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
  - a) Cash Investment Account Reconciliations per fund
  - b) Balance Sheet Reconciliations per fund
  - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1<sup>st</sup> of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
  - a) Review statutory and bond indenture requirements
  - b) Prepare Audit Confirmation Letters for independent verification of activities.



- c) Prepare all supporting accounting reports and documents as requested by the auditors
  - d) Respond to auditor questions
  - e) Review and edit draft report
  - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
  11. Provide and file Annual Financial Statements (FS. 218 report) by June 30<sup>th</sup> of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
  - a) Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
  - a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
  - a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
  - a) Vendor Contract completion status
  - b) Verify Change Orders for materials
  - c) Check for duplicate submittals



d) Verify allowable expenses per Bond Indenture Agreements such as:

- (1) Contract Assignment
- (2) Acquisition Agreement
- (3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

**E. Purchasing**

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

**F. Risk Management**

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

**FINANCIAL AND REVENUE COLLECTION:**

**A. Administer Prepayment Collection:**

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.



3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
  4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
  2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
  3. Verify assessments on platted lots, commercial properties or other assessable lands.
  4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
  5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
  2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
  3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
  2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

**ADDITIONAL SERVICES:**

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
  - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
  - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;





C. Bond Issuance Services

1. Special Assessment Allocation Report;

- a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
- c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;

- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

**LITIGATION SUPPORT SERVICES:**

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.



**ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:**

- A. Issue estoppel letters as needed for property transfers
  - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
  - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
  - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
  - 2. Maintain collection log showing all parcels that have pre-paid assessments.
  - 3. Prepare, execute and issue release of lien to be recorded in public records.



**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services shall be billed monthly pursuant to the following schedule:

	<b>MONTHLY</b>	<b>ANNUAL</b>
Management:	\$8,665.50	\$103,986
Accounting:	\$1,721.25	\$ 26,480
Financial & Revenue Collections:	\$ 482.75	\$ 5,793
Assessment Roll (1):		\$ 5,793
<b>Total Standard On-Going Services:</b>	<b>\$10,869.50</b>	<b>\$142,052</b>

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.



<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 180.25
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 180.25
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

**PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests shall be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00



**LITIGATION SUPPORT SERVICES:**

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00



**EXHIBIT C**  
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

MJJ 051424

## EXHIBIT D

### Public Records Request Policy and Fees

#### **Public Officer, Employee and Staff Policy for Processing Requests for Public Records**

##### **Policy Generally:**

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

##### **Requests for District Records:**

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the



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Agreement.

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.

7. Florida's public records law does not require the District to answer questions regarding the records produced.

**Processing Responsive Records:**

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.





# Tab 9

**AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT** dated \_\_\_\_\_, 2024 amends the Professional Services Agreement dated February 8, 2024 (“Agreement”), between **Paseo Community Development District** (“CLIENT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Amendment is for GIS Services for the Paseo CDD (“Project”) located in Lee County, Florida.

Services not set forth in this Amendment, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Amendment.

Now, therefore, the parties hereby amend the Agreement as follows:

- 1. Exhibit B – Compensation**  
Exhibit B of the Agreement shall be amended as provided in Attachment 1 to Exhibit B (herein referred to as Attachment 1 to Exhibit B).

Except as modified by this Amendment, all other terms and conditions of the original Agreement dated February 8, 2024, as amended, shall remain unchanged and in full force and effect.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

**IN WITNESS WHEREOF**, the parties warrant and represent that they are authorized to enter into this Amendment. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Attachment 1 to Exhibit B. As CLIENT or CLIENT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein.

**CLIENT:**  
**Paseo Community Development District**

**CONSULTANT:**  
**Passarella & Associates, Inc.**

\_\_\_\_\_  
Signature  
By: \_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Signature  
By: Kenneth C. Passarella  
Name Typed or Printed

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

Title: President

Address for giving notices:  
  
Paseo Community Development District  
c/o Rizzetta & Company  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912  
Phone: (239) 936-0913  
Fax: ( ) -

Address for giving notices:  
  
Passarella & Associates, Inc.  
13620 Metropolis Avenue, Suite 200  
Fort Myers, Florida 33912  
Phone: (239) 274-0067  
Fax: (239) 274-0069

Attest: \_\_\_\_\_  
Signature  
(IF CORPORATION, AFFIX CORPORATE SEAL)

**OR**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Name typed, printed or stamped

(Seal)

**ATTACHMENT 1  
TO  
EXHIBIT B**

## ATTACHMENT 1 TO EXHIBIT B

Attachment 1 to Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in this Amendment to the Professional Services Agreement between CLIENT and CONSULTANT dated February 8, 2024.

Initial:

CLIENT \_\_\_\_\_

CONSULTANT \_\_\_\_\_

### **COMPENSATION**

---

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Agreement Exhibit A entitled "Scope of Services," the CONSULTANT proposes the following amendment:

The following budget amendment to Task 1.0 is needed to add data layers for condo buildings (ID Number) (Labels) and Quads (ID Number) (Labels).

<b>Task</b>	<b>Description</b>	<b>Fee Type</b>	<b>Requested Amendment +/-</b>
1.0	2024 GIS Services	T&M	\$600.00
<b>Total:</b>			<b>\$600.00</b>

---

### **Fee Type Definition:**

**Time and Materials (T&M):** For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's hourly rate schedule in effect at the time the services are rendered. The current hourly rate schedule is included as Exhibit C of the Professional Services Agreement dated February 8, 2024. CONSULTANT shall provide CLIENT with CONSULTANT's annual increases to the current standard billing rate 30 days prior to incurring costs under any rate increases.

# Tab 10



## **MEMORANDUM**

TO: Paseo CDD Board Supervisors

FROM: District Management

SUBJECT: Potential Goals and Objectives for FY 2024/2025

---

This memo outlines potential district goals and objectives for the 2023-2024 fiscal year in accordance with the recent legislation of HB 7013. The goals and objectives listed focus on maintaining statutory compliance while simultaneously pursuing efficiency and sound operational practices. Management advises against adopting all the proposed goals and objectives listed below. Instead, we recommend selecting a few key priorities that the board deems most advantageous to pursue.

### **Financial Goals and Objectives:**

- Financial Transparency – commit to regularly reporting the financial status of the district.
- Budget Conscious – strive to stay within budget and provide justification for exceeding total budgeted expenditures.
- Investment Strategy - periodically review the district's investment objectives and performance.

### **Board Meeting Goals and Objectives:**

- Productive Meetings – commit to conducting an orderly and efficient meeting.
- Audience Comments – adhere to this requirement to foster informed decision-making.
- Teamwork - work as a team and not as individuals.
- Provide a healthy and safe working environment for the board, staff and audience.
- Respect others and allow everyone that wishes to speak to be heard.

### **Administrative Goals and Objectives:**

- Website Maintenance - ensure that the website is always up-to-date and in compliance.
- Adhere to the board's established Rules of Procedure.
- Review the district's Rules of Procedure on an annual basis (or as frequent as the board desires) and update, as necessary.
- Records Retention - periodically review the district's policy on records retention.

### **Operational Goals and Objectives:**

- Promote efficient communication ensuring timely resolution of maintenance concerns; board and residents to contact manager outside of a meeting to report maintenance issues, not taking up time during a meeting.
- District Assets – keep up to date with the approved Capital Projects list.

**Tab 11**



**MINUTES OF MEETING**

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

**PASEO  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Paseo Community Development District was held on **Wednesday, July 24, 2024 at 10:00 a.m.** at the Paseo Village Center, located at 1611 Paseo Grande Boulevard, Fort Myers, Florida 33912.

Present and constituting a quorum:

David Cabell	<b>Board Supervisor, Chairman</b>
Debra Johnson	<b>Board Supervisor, Vice Chair</b>
Kent Gammon	<b>Board Supervisor, Assistant Secretary</b>
R. Chris Shimer	<b>Board Supervisor, Assistant Secretary</b>
Ian Noy	<b>Board Supervisor, Assistant Secretary (via Teams)</b>

Also present were:

Kari Hardwick	<b>District Coordinator, Rizzetta &amp; Company, Inc.</b>
Andrew Cohen	<b>District Counsel</b>
	<b>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 Galeano	<b>Pinnacle Landscapes</b>
Will Cronin	<b>Passarella &amp; Associates</b>
Audience	

**FIRST ORDER OF BUSINESS**                      **Call to Order**

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

On a Motion by Mr. Cabell, seconded by Mr. Gammon, with all in favor, the Board Authorized Mr. Noy to Attend and Vote in the Meeting via Teams, for the Paseo Community Development District.

**SECOND ORDER OF BUSINESS**                      **Public Comment**

Mr. Cabell opened the floor to audience comments.

Mr. Russell addressed the Board regarding inappropriate tree topping in the preserve area surrounding the Esperanza Bridge, tree replacements behind the homes on Rosalinda, as well as his email related to a meeting with South Florida Water Management District to discuss the location of the potential hog fence.

44  
45 Ms. Gubitose addressed the Board regarding gate access as well as the roads within  
46 the community being private. Mr. Cohen provided a response advising that the roads within  
47 the community are owned by the CDD and therefore are not private.  
48

49 **THIRD ORDER OF BUSINESS**

**Staff Reports**

50  
51 A. Presentation by Passarella & Associates Regarding New GIS

52 Mr. Cronin of Passarella & Associates provided an overview of the  
53 functionality and additions to the Paseo CDD GIS. Ms. Johnson suggested  
54 adding the condo building numbers to the GIS. Discussion ensued  
55 regarding various items that can be placed in the GIS for maintenance  
56 tracking.  
57

58 B. Landscape Inspection Services

59 Mr. Fowler provided an overview of the July landscape inspection report as  
60 well as the Zone by Zone Review. He responded to questions from the  
61 Board. After discussion, Pinnacle will be enlarging the tree rings and Ms.  
62 Johnson will collaborate with Mr. Fowler and Pinnacle Landscapes on tree  
63 replacements. Ms. Johnson advised that a total of five foxtail palms have  
64 been damaged by Condo construction; she recommended that Mr. Noy  
65 address this with the Condo Association. Ms. Johnson recommended  
66 moving forward with the next phase of tree removals in the East Side Condo  
67 Areas. She advised that she will count the trees for removal so Staff can  
68 begin to obtain proposals.  
69

70 C. Landscape Liaison

71 Ms. Johnson advised that she did not have a Landscape Liaison report. She  
72 advised that she would like Pinnacle to review the Laurels that are  
73 struggling, located along the multi-use-path, she advised that 3 of the 7 are  
74 struggling.  
75

76 D. Condo Assoc. Liaison

77 Mr. Noy provided updates regarding the Condo Association Liaison issues  
78 from the previous meeting; he advised that they are aware of the road  
79 closure issue and they are working on a plan, he recommended that he and  
80 the District Coordinator work together to create a form for the Condo  
81 Association to provide notice of road closures. He advised the Condo  
82 Association is disappointed that the Transponder Policy will not be updated  
83 to reduce the number of transponders for the Condo residents. Mr. Cabell  
84 interjected and advised that the policy can be revised, though the Condo  
85 Board needs to have a discussion to determine the appropriate course of  
86 action. Mr. Noy advised that the fox tail palm damage needs to be  
87 communicated to the Condo Association; he further advised the fluid spill  
88 documentation has been sent to the Condo Association. Ms. Johnson  
89 addressed concerns related to parking space usage for construction  
90 staging. Mr. Noy advised the Condo Association is contemplating hiring a

91 project manager for the next phase of construction. Mr. Noy to follow up  
92 with the Condo Association regarding construction material staging.  
93

94 E. Master Assoc. Liaison

95 Ms. Johnson advised that she has been keeping the Master Association  
96 apprised of the status of the appraisal.  
97

98 F. Chairman

99 Mr. Cabell reviewed the current FLClass investments as well as proposals  
100 he has executed since the last meeting. He further advised that the meeting  
101 with SFWMD regarding the potential hog fence location is scheduled for  
102 August 1<sup>st</sup>. Ms. Johnson asked if it would be appropriate for her to attend  
103 as well, provided that she does not join in on the discussion. Mr. Cohen  
104 advised that he would prefer that she did not, in order to ensure no violation  
105 of the Sunshine Laws.  
106

107 G. District Engineer

108 Mr. Savage reviewed the lake bank inspection exhibit and the berm/swale  
109 inspection exhibit and recommended waiting until the dry season to conduct  
110 any repairs. He responded to questions from the Board. He advised that  
111 BAI continues to add locations to the fluid spill exhibit. He asked for Board  
112 direction related to the CDD assets on non CDD property. The Board  
113 appointed Supervisor Shimer to work with BAI and Staff to create an  
114 inventory list with a focus on hardscapes. Mr. Savage advised that the  
115 SFWMD meeting related to the potential hog fence location has been set  
116 for August 1st, on site. Supervisor Cabell asked that BAI review the need  
117 for repaving Paseo Drive from the bridge to Paseo Grande Boulevard. Ms.  
118 Hardwick advised that she continues to work with BAI and Curb King on the  
119 proposal for drainage at the Javiera Way sidewalks.  
120

121 H. District Counsel

122 Mr. Cohen advised that the tract E-1 appraisal has been received and totals  
123 \$6,000. After discussion, the Board directed Ms. Hardwick to send the  
124 report to the Master Association with a request that the Master provide  
125 correspondence as to their intent to purchase the land. Discussion was held  
126 regarding drafting of the sales contract, the Master conducting the lot split,  
127 and an easement related to the drainage pipe which traverses the land. Mr.  
128 Cohen advised that he would reach out to Counsel for the Master  
129 Association regarding the drafting of the purchase contract.  
130

131 I. District Coordinator

132 Ms. Hardwick advised the next regular meeting of the Board of Supervisors  
133 is scheduled for Wednesday, August 21, 2024 at 10:00 a.m. at which time  
134 the public hearing on the final budget for fiscal year 2024/2025 will be held.  
135  
136  
137

138 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2024-06,**  
139 **Authorizing the Disbursement of**  
140 **Funds**  
141

142 Mr. Cohen advised that the resolution being presented replaces the existing  
143 resolution; he advised that a section has been added which allows the Chairman to delegate  
144 authority to another Board member for approval of certain expenditures.  
145

On a Motion by Mr. Cabell, seconded by Mr. Noy, with all in favor, the Board Adopted Resolution 2024-06, Authorizing the Disbursement of Funds, for the Paseo Community Development District.

146 **FIFTH ORDER OF BUSINESS** **Consideration of Southeast Spreading**  
147 **Proposal for Fall Mulch Application**  
148  
149

150 Ms. Hardwick advised that Southeast Spreading held their pricing from the previous  
151 application. Mr. Gammon discussed budgetary concerns with two applications per year.  
152

On a Motion by Ms. Johnson, seconded by Mr. Gammon, with all in favor, the Board Approved the Southeast Spreading Proposal for the Fall Mulch Application, to be Completed in October or November, Totaling \$39,594.24, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

153 **SIXTH ORDER OF BUSINESS** **Consideration of Proposals for**  
154 **Signage Repairs**  
155  
156

157 Ms. Hardwick presented the proposals received from Lykins Signtek (\$3,385) and  
158 Sign A Rama (\$11,544.79), advising that using the pricing provided by Lykins, their  
159 proposal would total \$12,390 for the correct number of signs. Board discussion ensued.  
160

On a Motion by Mr. Cabell, seconded by Ms. Johnson, with all in favor, the Board Approved the Sign A Rama Proposal for Signage Repairs and Replacements, totaling \$11,544.79, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

161 **SEVENTH ORDER OF BUSINESS** **Consideration of Proposals for License**  
162 **Plate Readers**  
163  
164

165 Ms. Hardwick presented the proposals received from CounterStrike (\$9,954.63)  
166 and Integrated Fire and Security Solutions (\$9,488.32). Board discussion ensued.  
167

On a Motion by Ms. Johnson, seconded by Mr. Gammon, with all in favor, the Board Approved the CounterStrike Proposal for License Plate Readers, totaling \$9,954.63, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

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**EIGHTH ORDER OF BUSINESS**

**Discussion Regarding Monument Lighting and Review and Consideration of Spectrum Nightscapes Proposal for Monument Lighting**

Ms. Hardwick advised that she previously provided pictures of the monuments at night with the existing lighting conditions, she advised that she also provided copies of those pictures for today's discussion. Ms. Hardwick advised that Spectrum revised their proposal to reduce the number of up lights for the landscaping at the monuments. After Board discussion, they declined the proposal and directed Staff to remove this item from the current project list.

**NINTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors Meeting held on June 26, 2024**

Ms. Hardwick presented the Minutes of the Board of Supervisors meeting held on June 26, 2024 and asked if there were any questions, comments, and/or changes. There were none.

On a Motion by Mr. Noy, seconded by Ms. Johnson, with all in favor, the Board Approved the Minutes of the Board of Supervisors Meeting held on June 26, 2024, for the Paseo Community Development District.

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**TENTH ORDER OF BUSINESS**

**Ratification of the Operations and Maintenance Expenditures for the Month of June 2024**

Ms. Hardwick advised that the Operations and Maintenance expenditures for the period of June 1-30, 2024 totaled \$113,866.97 and asked if there were any questions. There were none.

On a Motion by Mr. Gammon, seconded by Ms. Johnson, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Month of June 2024, totaling \$113,866.97, for the Paseo Community Development District.

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201

202 **ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests**

203

204 Ms. Hardwick opened the floor to Supervisor requests. There were none.

205

206 **TWELFTH ORDER OF BUSINESS**

**Adjournment**

207

208 Ms. Hardwick advised there was no further business to come before the Board and  
209 asked for a motion to adjourn the meeting.

210

On a Motion by Mr. Noy, seconded by Ms. Johnson, with all in favor, the Board adjourned the meeting at 12:21 p.m., for the Paseo Community Development District.

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

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

DRAFT

# Tab 12

# PASEO COMMUNITY DEVELOPMENT DISTRICT

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

## **Operation and Maintenance Expenditures July 2024 For Board Approval**

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

The total items being presented:    **\$133,428.64**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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



# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2024 Through July 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CenturyLink	20240705-1	311416420 06/24 ACH	Telephone Service 06/24	\$ 551.94
City of Fort Myers	20240716-1	1-015317-00 06/24 ACH	Compactor 11604 Paseo Grande Blvd 06/24	\$ 4,207.77
Crystal Clean Inc.	100796	N7018	Cleaning Services 07/24	\$ 916.98
David W Cabell	20240725-4	DC072424 ACH	Board of Supervisors Meeting 07/24/24	\$ 200.00
Debra Johnson	20240725-2	DJ072424 ACH	Board of Supervisors Meeting 07/24/24	\$ 200.00
Florida Power & Light Company	20240723-1	28467-91263 06/24 ACH	11170 Paseo Dr. #SL 06/24	\$ 39.03
Florida Power & Light Company	20240723-1	76250-95372 06/24 ACH	11047 Esteban Dr. #FNTN 06/24	\$ 573.42
Florida Power & Light Company	20240725-1	FPL Summary 06/24 300	FPL Summary 06/24 300	\$ 11,733.67
Hotwire Communications, LTD	100797	30210660 7/24	Internet Services 07/24	\$ 229.99
Ian Y Noy	20240725-5	IN072424 ACH	Board of Supervisors Meeting 07/24/24	\$ 200.00
Johnson Engineering, Inc.	100780	20097877-024 6	WUP Compliance Monitoring 06/24	\$ 882.00
Johnson Engineering, Inc.	100805	20097877-024 7	WUP Compliance Monitoring 07/24	\$ 882.00

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2024 Through July 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kent Gammon	20240725-3	KG072424 ACH	Board of Supervisors Meeting 07/24/24	\$ 200.00
Matthew J Facciolla	100804	7171	West & East Section - 1st Payment 07/24	\$ 26,450.00
Maxwell, Hendry & Simmons LLC	100806	24066201ADA	Appraisal of Tract E1 - Phase I 06/24	\$ 2,900.00
New IQ, LLC	100791	41919	Headlamp Sticker Tags 07/24	\$ 3,335.00
Paseo CDD	DC 070124	DC 070124	Debit Card Replenishment 07/24	\$ 1,320.47
Persson, Cohen & Mooney, P.A.	100790	5183	Legal Services 06/24	\$ 314.00
Persson, Cohen & Mooney, P.A.	100790	5184	Legal Services 06/24	\$ 3,218.50
Persson, Cohen & Mooney, P.A.	100798	5115	Legal Services 06/24	\$ 235.50
Pinnacle Landscapes, Inc.	100781	16388	Mulch Install 06/24	\$ 180.00
Pinnacle Landscapes, Inc.	100783	16393	Irrigation Repairs 06/24	\$ 2,111.00
Pinnacle Landscapes, Inc.	100792	16363	General Monthly Maintenance 06/24	\$ 26,666.25
Pinnacle Landscapes, Inc.	100803	16447	Plant Replacement 07/24	\$ 2,340.00

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2024 Through July 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pinnacle Pest Management Services, Inc.	100784	8705	Pest Control 06/24	\$ 72.00
Provencia at Paseo	100799	7082024	Reimbursement for Hog Trapping 07/24	\$ 340.00
Rizzetta & Company, Inc.	100778	INV0000091041	District Management Fees 07/24	\$ 12,194.17
Rizzetta & Company, Inc.	100786	INV0000091005	Personnel Reimbursement 06/24	\$ 2,635.95
Rizzetta & Company, Inc.	100787	INV0000090193	Amenity Management & Personnel Reimbursement 06/24	\$ 3,762.41
Rizzetta & Company, Inc.	100788	INV0000090378	Cell & Mileage 06/24	\$ 50.00
Rizzetta & Company, Inc.	100789	INV0000091193	Amenity Management & Personnel Reimbursement 07/24	\$ 3,198.64
Rizzetta & Company, Inc.	100795	INV0000091212	Cell Phone & Mileage 07/24	\$ 121.02
Rizzetta & Company, Inc.	100802	INV0000091876	Personnel Reimbursement 07/24	\$ 2,854.33
Robert C Shimer	100807	RS072424	Board of Supervisors Meeting 07/24/24	\$ 200.00
Solitude Lake Management, LLC	100808	PSI086944	Monthly Maintenance 07/24	\$ 2,367.87
Spectrum Nightscapes, LLC	100785	111	Repair Damaged Pathlights 07/24	\$ 459.00

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2024 Through July 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spectrum Nightscapes, LLC	100793	112	Pathlight Repair 06/24	\$ 2,587.50
Spectrum Nightscapes, LLC	100793	113	Pathlight Repair 07/24	\$ 1,977.50
Tower Compactor Rentals, LLC	100779	Rental-24-12892	Trash Compactor 07/24	\$ 333.90
Weiser Security Services, Inc	100782	1169395	Guard Weekly Billing 06/14/24-6/20/24	\$ 2,566.56
Weiser Security Services, Inc	100794	1170242	Guard Weekly Billing 06/21/24-06/27/24	\$ 2,561.35
Weiser Security Services, Inc	100800	1171398	Guard Weekly Billing 06/28/24-07/04/24	\$ 2,714.64
Weiser Security Services, Inc	100801	1172262	Guard Weekly Billing 07/05/24-07/11/24	<u>\$ 2,544.28</u>
<b>Report Total</b>				<b><u>\$ 133,428.64</u></b>