



Rizzetta & Company

# Paseo Community Development District

---

**Board of Supervisors' Meeting  
December 4, 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 Board Supervisor Board Supervisor Board Supervisor
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Andrew Cohen	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
<b>District Engineer</b>	Carl Barraco	Barraco and Associates, Inc.

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

The Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

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

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

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

---

November 27, 2024

Board of Supervisors  
**Paseo Community  
Development District**

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of Paseo Community Development District will be held on **Wednesday, December 04, 2024, at 10:00 a.m.** at the Paseo Village Center Theater, 11611 Paseo Grande Boulevard, Fort Myers, FL 33912. The following is the tentative agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. STAFF REPORTS**
  - A. Landscape Inspection Services
    1. Review of November 18, 2024 Inspection Report..... Tab 1
    2. Review of Draft RFP for Landscape & Irrigation Maintenance ..... Tab 2
  - B. Landscape Liaison
  - C. Condo Assoc. Liaison
  - D. Master Assoc. Liaison
  - E. Chairman
  - F. District Engineer ..... Tab 3
    1. Discussion Regarding Roadway Damages and Repairs
  - G. District Counsel
    1. Discussion and Consideration of Revised Letter Received Related to Sale of Land, Tract E-1 ..... Tab 4
  - H. District Manager ..... Tab 5
- 4. BUSINESS ITEMS**
  - A. Consideration of Resolution 2025-01, Redesignating Officers of the District ..... Tab 6
  - B. Consideration of Proposals for Hog Trapping..... Tab 7
    1. Conserv
    2. Hog Wild Bokeelia
  - C. Discussion and Consideration of Tree Removals Phase 4..... Tab 8
  - D. Consideration of Pinnacle Landscapes Proposal for Sod Installation at East Side Condo Areas ..... Tab 9
  - E. Consideration of Proposals for Bismarck Palm Removal and Replacement ..... Tab 10
    1. AmeriScape
    2. Greatview Lawn Care
    3. Pinnacle Landscapes

- F. Appointment of an Audit Committee and Scheduling of the First Meeting of the Audit Committee
- 5. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on October 23, 2024 ..... Tab 11
  - B. Ratification of the Operations and Maintenance Expenditures for the Month of October 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

COMPLETED REPORT

## LANDSCAPE INSPECTION REPORT



November 18th, 2024  
Rizzetta & Company  
John Fowler– Landscape Specialist



Rizzetta & Company  
Professionals in Community Management

# Summary & Zone 1

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

- ❑ Fertilizer ban is lifted October 1<sup>st</sup>. What is the schedule for the remainder of the year?
- ❑ Treat turf 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. The palm trees on the corner intersection of Herminia St. and Paseo Grande Blvd. have been trimmed. However, there were a couple green fronds nicked and now hanging vertically that need removal.  
**We will put on schedule for removal.**
2. Remove sucker growth on the Shady Lady behind light pole #95 on Paseo Grande Blvd.  
**We be completed within the next week.**
3. All the gazebos have weeds in the beds that need treatment on Paseo Grande Blvd.  
**Gazebos have been treated for weeds.**
4. Pinnacle is currently on an every other week mowing service schedule. This is showing a lot of sedge in the turf because it is not being mowed weekly. Treat accordingly.  
**In the process of treating sedge and broadleaf.**
5. Another common theme during this inspection is the paver weeds in the parking lot cutouts and the paver sidewalk that goes around the lake on Paseo Grande Blvd.  
**Weeds will be treated starting 12/2.**
6. Noting ruts that need to be repaired in the roundabout on the East side of Paseo Grande Blvd. It appears this happened earlier today. (Pic. 6) **Ruts have been repaired.**
7. Treat broadleaf turf weeds in the East roundabout of Paseo Grande Blvd.  
**In the process of treating sedge and broadleaf.**





# Zone 1

8. Check irrigation is working properly and for time and coverage between light poles #101 and #102 on Paseo Grande Blvd. showing drought stress.

Irrigation has been corrected.

9. Diagnose and treat declining turf just North of the Northeast gazebo between light poles #106 and #107.

Treated

10. Remove dead hanging palm fronds on Paseo Grande Blvd. just East of Paseo Dr. intersection or between light poles #57 and #58. Will be completed next week 12/2.

11. Clean out dead in the Crinum Lilies on the entrance and exit side of Paseo Dr. and Paseo Grande Blvd. intersections.

On schedule to be completed.

12. Treat weeds in the beds at Paseo Dr. and Paseo Grande Blvd. intersection at light pole #59. (Pic. 12) Completed



13. Remove Mexican Petunia growing up in the Arboricola shrubs at the dumpster area.

Will complete next week 12/2.

14. Remove sucker growth off the trunks of the Shady Lady trees at light pole #71 on Paseo Grande Blvd. Will complete next week 12/2.

15. Remove a palm volunteer growing in the shrubs at the Northwest gazebo.

15 & 16 Will complete next week 12/2.

16. It appears a Petit Ixora is dying and needs removal at light pole #80 by roundabout.

17. Remove Mexican Petunia growing up within the shrubs along the lake bank behind light pole #84.

We will completed next week 12/2.

18. Check irrigation is working properly and for time and coverage at the Southwest corner of Paseo Grande Blvd. and Herminia St. that is showing drought stress.

Irrigation has been corrected.

19. Create plant separation and remove weeds in the shrubs that line Herminia St. between East and West Paseo Grande Blvd.

Will be completed next week 12/2.

20. Treat sedge and broadleaf turf weeds in Zoysia on the corner intersection of Herminia St. and East Paseo Grande Blvd.

In the process of treating sedge and broadleaf.

21. Remove dead hanging palm fronds in the Bismarks on the East end of Penzance.

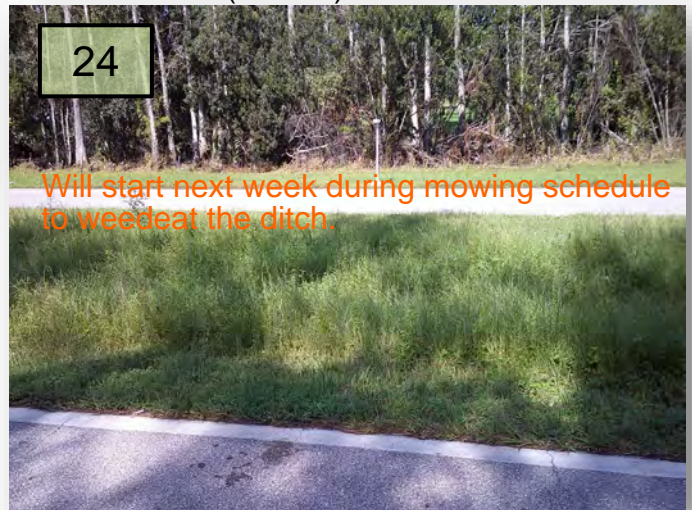
On the schedule to complete.

22. Clean dead out of the Crinum Lilies on the East end of Penzance.

On the schedule to complete.

23. Remove Mexican Petunia growing up in the shrubs in the bed on the East end of Penzance. On the schedule to complete.

24. It seems the ditch on Penzance is drying up during this inspection and should be maintained. (Pic. 24)



25. Dead hanging Coconut Palm fronds on Paseo Grande Blvd. on either side of Paseo Dr.

On the schedule to complete.





# Zone 1

26. Remove any dead Philodendron stalks in the beds on Penzance Blvd. Provide a proposal to do so.

Proposal will be sent next week 12/2.

27. Remove dead fronds in the Pygmy Date Palms on Penzance West of Paseo Grande Blvd. (Pic. 27) Will be completed next week 12/2.



28. Create and maintain a defined bed edge for the beds on Penzance Blvd. West of Paseo Grande Blvd. The crew will be working on this, proposal was approved for Bahia to create new bed line.

29. Weeds were treated on Penzance Blvd. West of Paseo Grande Blvd. However, there is now a lot of dead material that needs to be reduced. (Pic. 29) Crew will be working on removing the dead weeds.



30. Noting debris in the beds that need removal on Penzance Blvd. Most of this is downed palm fronds that have fallen over the weekend as this inspection is on a Monday. This has been completed.

31. Noting annuals have been removed on Paseo Grande Blvd. between Penzance and the guard gate. Need to keep weed free until next rotation. (Pic. 31)



New annuals have been installed.

32. Diagnose and treat declining Bromeliads directly behind the first row of shrubs at the bullnose median of Paseo Grande Blvd. and Penzance Blvd. intersection. Remove any dead or diseased material. Completed





## Zone 2

1. Treat crack weeds in the parking lot cut outs throughout Zone 2.

Will be completed next week 12/2.

2. Several tree rings throughout Zone 2 need the weeds treated.

Will be completed next week 12/2.

3. Treat broadleaf turf weeds by light pole #131 on Bibiana Way,

In the process of treating sedge and broadleaf.

4. Noting there were a few new Foxtail Palms installed for dead or declining ones in Zone 2. These will need mulch. (Pic. 4) Will apply mulch.



5. Noting a lot of sedge in the turf on Bibiana Way that needs treatment.

In the process of treating sedge and broadleaf.

6. Treat broadleaf turf weeds on the corner intersection of Bibiana Way and Emilia St.

In the process of treating sedge and broadleaf.

7. Treat broadleaf turf weeds on the Southeast end of Bibiana Way. (Pic. 7)



8. Noting new turf was installed in various areas in Zone 2. A couple are starting to show drought stress. Ensure enough irrigation is being applied for establishment.

Extra water has been applied.

9. Remove sucker growth off the base of the Shady Lady trunk on Adoncia Way at light pole #224. (Pic. 9)

Will be completed next week 12/2.



10. Schedule a pruning event for a couple Ligustrum branches laying on top of the shrubs that line the aluminum fence on the Southend of Tulio Way shared with Penzance. This is just West of light pole #183. (Pic. 10)



Will be completed next week 12/2.

11. Diagnose and treat declining turf across the street from the mailbox kiosk on Tulio Way.

Treated





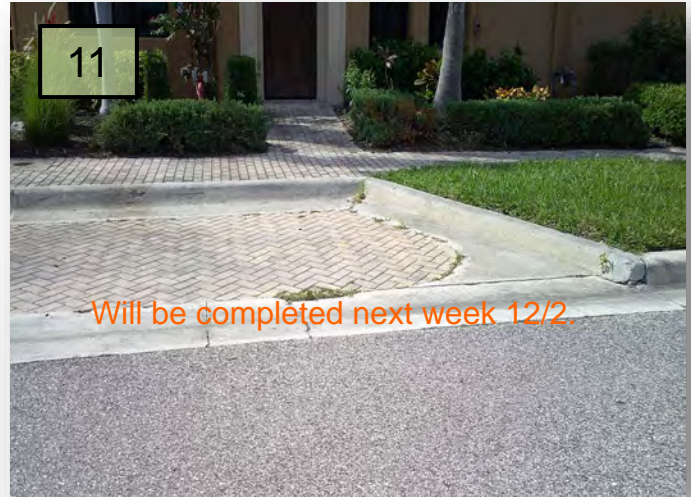
# Zone 3

1. Noting Oaks have been removed in Zone 3. The stump removal and cleanup looks good.
2. Check the irrigation is working properly with time and coverage by the mailbox kiosk on Palba Way showing signs of drought stress. **Irrigation as been corrected.**
3. Diagnose and treat declining turf on Izarra Way across from Melosia St. (Pic. 3) **Treated**



4. Noting the backside of the Coco Plum at the Izarra Way mailbox has wind burned leaves from Hurricane Milton. Will need to be pruned off to encourage new growth. **On the schedule to complete.**
5. Foxtail Palm is not improving on the corner of Izarra and Nalda. Many in zone 2 were replaced. Will this one be as well? **Will check if proposal was sent in for this location.**
6. Treat weeds in the bed between light poles #291 and #292 on Izarra Way. **Will be completed next week 12/2.**
7. Noting a lot of broadleaf turf weeds in zone 3. One specific area on the corner of Izarra Way and Paseo Grande Blvd. intersection. (Pic. 7>) **In the process of treating sedge and broadleaf.**
8. Treat ant mound at the base of light pole #242 on Nalda St. **Completed**
9. Remove sucker growth off the base of the Shady Lady trees on Javiera Way. **Will be completed next week 12/2.**
10. Treat sedge in the turf on Javiera Way ROWs.

11. Treat weeds in the parking lot cut outs throughout Zone 3. (Pic. 11)



12. There is a Shady Lady that possibly needs straightening as well as weeds being treated on Javiera Way. Please provide a proposal to do so. (Pic. 12) **Proposal will be sent.**



**In the process of treating sedge and broadleaf.**





# Zone 4

1. Dead hanging palm frond at Felisa Ct. roundabout.

Will be completed next week 12/2.

2. Remove Strangler Fig growing on the trunk of the Date Palm of Felisa Ct. median. (Pic. 2) Will be completed next week 12/2.



3. Remove dead hanging palm fronds at the Rosalinda roundabout.

Completed

4. Remove dead hanging palm fronds at Sarita Ct. roundabout.

On schedule to complete.

5. Remove a dead hanging Oak branch on the entrance corner of Sarita Ct.

On schedule to complete.

6. There is a shrub that appears dead that should be removed at the exit monument of Mercado Ct. Will be completed by 12/2.

7. Treat weeds in the bed at the exit monument of Mercado Ct. Completed

8. Treat joint crack weeds between the concrete culvert and the asphalt at the Mercado Ct. roundabout. (Pic. 8>)

Completed





# Zone 5

1. Provide a proposal for consideration to remove a leaning Magnolia on the exit corner of Paseo Dr. and Paseo Grande Blvd. intersection. **Will be sent in next week 12/2**

2. There are a couple Philodendron stalks that do not have fronds that should be removed on the West ROW of Paseo Dr. between Paseo Grande Blvd. and the bridge. Was a proposal provided? (Pic. 2) **Will send in and remove.**



3. Remove dead hanging Coconut and Bismark Palms on the ROWs on Paseo Dr. throughout zone 5. **On the schedule to complete.**

4. **Prune dead fronds in the Pygmy Date Palms on Paseo Dr. from the bridge to Adelio Ln.**  
**Will be completed next week 12/2.**

5. Reinstall the stake that is not attached to the Jathropa Standard on Paseo Dr. before Adelio Ln. **Will be completed.**

6. Treat weeds in the beds along the sidewalk between Adelio Ln. and Dario Way. **On schedule to complete.**

7. Remove a Strangler Fig in the palm on Paseo Dr. across the street from Adelio Ln. **On the schedule to prune Paseo Dr.**

8. Noting a couple of the Ornamental Trees were removed after being damage from Hurricane Milton.

9. Diagnose and treat declining turf at the lift station on Paseo Dr. **Treated**

10. Diagnose and treat declining Ornamental Grasses on Paseo Dr. ROW between Esteban Dr. and Hildalgo. (Pic. 10.)



11. Treat a large ant mound in the Copperleaf behind light pole #356 on Paseo Dr. **Completed.**

12. Clean out the dead in the Crinum Liles on Paseo Dr. and entrance to Hildalgo intersection.

13. Remove sucker growth off the trunk of the Shady Lady on Paseo Dr. behind light pole # 363. **On the schedule to complete.**

14. The head has fallen out of the Bismark on Paseo Dr. North of Falisto Pl. Has a proposal been provided for removal? (Pic. 14)



## Zone 6

1. Remove dead hanging fronds in the Paurotis Palms at Dario Way roundabout.

On the schedule to complete.

2. It appears an animal is back at Dario Way roundabout digging under the Arboricola.

(Pic. 2) Will fill in hole.



3. Overall, the turf quality has improved on Dario Way roundabout. There still is an area that needs improvement though. (Pic. 3) Pinnacle will replace this section.



4. Schedule a pruning event to tip prune the Bougainvillea at Dario Way roundabout.

Completed



## Zone 7

1. Check irrigation is working properly and check time and coverage for some drought stress areas at Esteban Dr. North roundabout.

Irrigation as been corrected.

2. Cut back the Ornamental Grasses overhanging the sidewalk on Esteban Dr. South ROW by the lift station. (Pic. 2) On the schedule to complete.



3. Bismark Palm at Macario Ct. top snapped off during Hurricane Milton. Was a proposal for removal provided? (Pic. 3) Proposal was sent in.



4. Check irrigation is working properly and check time and coverage for some drought stress areas at Macario Ct. roundabout.

Irrigation as been corrected for #4 & 5.

5. Check irrigation is working properly and check time and coverage for some drought stress areas at Esteban Dr. South roundabout.



## Zone 8

1. Remove dead hanging palm fronds at Hidalgo Ct. roundabout. (Pic. 1) This was installed by Ameri-scape, They would need to prune.



2. Clean out dead fronds in the Bismark Palm at Falisto Pl. roundabout. (Pic. 2) On the schedule to prune all Bismarcks.



3. Remove dead hanging fronds in the Bismark Palm at Renata Ct. roundabout.

On the schedule to prune all Bismarcks.



# Tab 2

**PROJECT MANUAL**  
**FOR**  
**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**  
**PASEO**  
**COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

Rizzetta & Company  
9530 Marketplace Road # 206  
Fort Myers, Florida 33912

January 2025

## TABLE OF CONTENTS

1.	Request for Proposals .....	3
2.	Instructions to Proposers.....	5
3.	Proposer Qualification Statement .....	9
4.	Evaluation Criteria .....	18
5.	List of Company-Owned Major Equipment .....	22
6.	Form of Landscape Maintenance Services Agreement .....	23
	Exhibit A, Scope of Services .....	31
	Exhibit B, Bid Proposal Form(s).....	45
5.	Form of Weekly Work Journal .....	65
6.	Form of Irrigation Repair Request Form.....	66
7.	Form of Pest Management Report .....	67
8.	Maintenance Exhibit .....	68

**PASEO  
COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

Landscape & Irrigation Maintenance Services  
Lee County, Florida

Paseo Community Development District (the “District”) hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance services for Paseo Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning Monday, January 13<sup>th</sup>, 2025, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 9530 Marketplace Road #206, Fort Myers, Florida 33912 for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications and site plan. Please make checks payable to Rizzetta & Company, Inc. **NO CASH OR CREDIT CARD ACCEPTED.** The Field Services Manager shall be the contact person regarding the Project Manual. Mr. John Fowler can be reached by email at [jfowler@rizzetta.com](mailto:jfowler@rizzetta.com) or via phone at (813) 993-5571.

There will be a mandatory Pre-Proposal Meeting on Friday, January 17<sup>th</sup>, 2025, at 10:00 a.m. at The Paseo Village Center Theater, 11611 Paseo Grande Boulevard, Fort Myers, Florida 33912. Failure to attend will preclude the District’s consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting, but will be available at the Rizzetta & Co., Inc. office at the address stated above until January 22<sup>nd</sup>, 2025, at 12:00 p.m.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) fully licensed and insured, (ii) 5 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Paseo CDD project, with verifiable references on those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for 100% of their own area takeoffs, and (vi) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so.

Any person who wishes to protest the Project Manual, or any component thereof, shall file



with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 9530 Marketplace Road #206, Fort Myers, Florida 33912. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual and will meet on Wednesday, February 26th, 2025, at 10:00 a.m. at The Paseo Village Center Theater, 11611 Paseo Grande Boulevard, Fort Myers, Florida 33912 to conduct said ranking. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to John Fowler at [jfowler@rizzetta.com](mailto:jfowler@rizzetta.com), no later than Monday, January 28<sup>th</sup>, 2025, by 4:00 p.m. (EST). Answers will be provided to all eligible proposers by 5:00 p.m. (EST), January 29<sup>th</sup>, 2025.

Firms desiring to provide services for this project must submit one (1) original, seven (7) copies and one (1) digital copy, in the form of a flash drive, of the required proposal no later than 10:00 a.m. (EST) on February 7<sup>th</sup>, 2025, at the office of Rizzetta and Company, Inc., 9530 Marketplace Road #206, Fort Myers, Florida 33912, Attention: John Fowler. Proposals must be sent via UPS, FedEx, or hand delivery. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 936-0913 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8770, for aid in contacting the District Office. A copy of the agenda for this meeting may be obtained from the District Manager, Rizzetta and Company, Inc., 9530 Marketplace Road #206, Fort Myers, Florida 33912. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Paseo Community Development District  
Belinda Blandon, District Manager [bblandon@rizzetta.com](mailto:bblandon@rizzetta.com)  
Run Date: Friday January 10<sup>th</sup>, 2025

**PASEO COMMUNITY DEVELOPMENT DISTRICT**  
**Landscaping and Irrigation Maintenance Services**  
Lee County, Florida

**Instructions to Proposers**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than Friday, February 7th, 2025, at 10:00 a.m. (EST) at the offices of Rizzetta & Company, Inc., 9530 Marketplace Road #206, Fort Myers, Florida 33912, Attention: John Fowler. Proposals will be publicly opened at that time.

**SECTION 2. MANDATORY PRE-PROPOSAL MEETING.** A mandatory pre-proposal meeting will be held for the purpose of discussing the project manual on Friday, January 17th, 2025, at 10:00 a.m. (EST) at The Paseo Village Center Theater, 11611 Paseo Grande Boulevard, Fort Myers, Florida 33912. The pre-proposal meeting may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. The District will not consider a proposal from any proposer that does not have an authorized representative present at the pre-proposal meeting. Proposers must arrive at the pre-proposal meeting at or before 10:00 a.m. (EST) in order to be qualified to submit a proposal.

**SECTION 3. SIGNATURE ON PROPOSAL.** The proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

**SECTION 4. FAMILIARITY WITH THE PROJECT/SITE CONDITIONS.** Before submitting a proposal, the Proposer shall carefully examine the drawings, read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project and the existing site conditions.

**SECTION 5. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Unfamiliarity on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 6. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. In order to submit a proposal, each proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; (2) have at least five (5) years continuous experience with landscaping maintenance projects; (3) attend the Mandatory Pre-Proposal Meeting; and (4) submit total price along with an option for two (2) one (1) year renewals with price.

**SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 8. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to John Fowler at [jfowler@rizzetta.com](mailto:jfowler@rizzetta.com). Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the Project Manual. The deadline for questions is Monday, January 27<sup>th</sup>, 2025, 4:00 p.m. (EST). Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

**SECTION 9. SUBMISSION OF PROPOSAL.** Submit one (1) original, seven (7) hard copies and one (1) digital copy in the form of a flash drive of the proposal forms, along with other requested attachments, at the time and place indicated herein. Submission shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Paseo Community Development District – Landscape and Irrigation Maintenance)” on the face of it.

**SECTION 10. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 11. PROJECT MANUAL DRIVE.** The Project Manual will be available beginning Monday January 13<sup>th</sup>, 2025, at 12:00 p.m. (EST) from the Offices of Rizzetta & Company, Inc., located at 9530 Marketplace Road #206, Fort Myers, Florida 33912. The cost for the Project Manual is **\$100.00**; please make checks payable to Rizzetta & Company, Inc. **NO CASH OR CC ACCEPTED.**

**SECTION 12. PROPOSAL FORMS.** All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

**SECTION 13. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 14. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award or Notice of Intent to Award from the District, the Proposer shall enter into and execute the

Contract in substantially the form included in the Project Manual, unless requested otherwise by the District.

**SECTION 15. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

**SECTION 16. INDEMNIFICATION.** The successful Proposer shall fully indemnify, defend, and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

**SECTION 17. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

**SECTION 18. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the Proposal Documents:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- B. Completed Proposal Forms (forms included with Project Manual).
- C. List position or title and corporate responsibilities of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address, and phone number of a contact person. Highlight previous or currently contracted work with other community development districts. (Forms attached as part of Contractor's Qualification Statement).



- F. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- G. Completed copies of all other forms included within the Project Manual Disk.

**SECTION 19. PROTESTS.** A Notice of Protest regarding the Proposal Documents/Project Manual (including the Evaluation Criteria, specifications or other requirements contained in the Request for Proposals), a Proposal rejection, or an award under the Request for Proposals, must be filed in writing, within seventy-two (72) hours after the receipt of the Project Manual or receipt of the notice of the District's decision as applicable, and must be filed at the offices of Rizzetta & Company, Inc., located at 9530 Marketplace Road #206, Fort Myers, Florida 33912, Attention: Belinda Blandon. The formal protest, setting forth with particularity the facts and law upon which the protest is based, shall be filed within seven (7) calendar days after the initial Notice of Protest was filed. Failure to timely file a Notice of Protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any document included in the Project Manual, including the Evaluation Criteria, plans, specifications, and Project Documents. Any entity who files a Notice of Protest protesting the Project Manual, a Proposal rejection, or an award under the RFP shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for any protest shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than five thousand dollars (\$5,000.00). Bonds shall be by a U.S. postal service money order, certified cashier's check, or such other form of surety as the District's counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District with prejudice with the Proposer afforded no relief. If the entity protesting the award prevails, the bond shall returned to the protester; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

**SECTION 20. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheet, contained within the Project Manual. **The Proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the Project. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.**



6. Is the Proposer incorporated in the State of Florida? Yes ( ) No ( )

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( )

If no, please explain: \_\_\_\_\_

\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? \_\_\_\_\_

- Is the company in good standing with the State? Yes ( ) No ( )

If no, please explain: \_\_\_\_\_

\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

- Is the Proposer's company authorized to do business in the State of Florida? Yes ( ) No ( )

6.3 If Proposer is not incorporated, please identify the type of business entity, (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes ( ) No ( )

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(19) \_\_\_\_\_, (20) \_\_\_\_\_, (21) \_\_\_\_\_.



9. What are the Proposer's current insurance limits?

General Liability                \$ \_\_\_\_\_  
Automobile Liability            \$ \_\_\_\_\_  
Umbrella Coverage             \$ \_\_\_\_\_  
Workers Compensation         \$ \_\_\_\_\_  
Expiration Date                 \_\_\_\_\_

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes ( ) No ( ) If so, state the name(s) of the company(ies) \_\_\_\_\_

\_\_\_\_\_

The state(s) where barred or suspended: \_\_\_\_\_  
State the period(s) of debarment or suspension: \_\_\_\_\_

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes ( ) No ( ) If so, where and why? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes ( ) No ( ) If so, state name of individual, other organization and reason therefore.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List any and all litigation to which the Proposer, any personnel to work at Paseo, any officer and/or employee of the Proposer has been a party in the last five (5) years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No ( ) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

\_\_\_\_\_  
\_\_\_\_\_

- 
- 
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: \_\_\_\_\_
- 
- 
- 
- 
- 
16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
- 
- 
- 
17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

---

Name	Position
------	----------

---

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

---

Name	Position
------	----------

---

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

---

Name	Position
------	----------

---

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

---

---

Name \_\_\_\_\_ Position \_\_\_\_\_

---

Type of Work \_\_\_\_\_ Yrs. Exp. \_\_\_\_\_ Yrs. With Firm \_\_\_\_\_

---

Name \_\_\_\_\_ Position \_\_\_\_\_

---

Type of Work \_\_\_\_\_ Yrs. Exp. \_\_\_\_\_ Yrs. With Firm \_\_\_\_\_

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Paseo CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Paseo CDD should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

\_\_\_\_\_  
Name of Proposer

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

\_\_\_\_\_  
[Type Name and Title of Person Signing]

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

(Seal) \_\_\_\_\_ Notary Public/Expiration Date



## CORPORATE OFFICERS

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

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

Provide the following information for Officers of the Proposer and parent company, if any:

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY/STATE
FOR PARENT COMPANY (if applicable)			

**AFFIDAVIT FOR INDIVIDUAL**

State of \_\_\_\_\_ ss:

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

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Proposer must also sign here)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

**AFFIDAVIT FOR PARTNERSHIP**

State of \_\_\_\_\_ ss:

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

\_\_\_\_\_, is a member of the firm of \_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Signature of a General Partner is Required)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

**AFFIDAVIT FOR CORPORATION**

State of \_\_\_\_\_ ss:

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

\_\_\_\_\_  
(title) \_\_\_\_\_ of  
the \_\_\_\_\_

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer’s proposal.

\_\_\_\_\_  
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)



**PASEO  
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL  
LANDSCAPING AND IRRIGATION MAINTENANCE SERVICES**

**EVALUATION CRITERIA**

**1. Personnel (20 Points Possible) (\_\_\_\_ Points Awarded)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

**Management and Supervisory Personnel**

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

**Proposed Staffing Levels**

Landscape Maintenance staff will include \_\_\_\_\_ laborers, \_\_\_\_\_ Supervisors, and \_\_\_\_\_ Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists, turf specialist, horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. **Experience and Available Equipment** (20 Points Possible) (\_\_\_\_ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, and available equipment, number of trained operators, etc.)

1. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_  
Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

2. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_  
Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

3. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

4. Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

5. Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

**3. Understanding Scope of Work (25 Points Possible) ( \_\_\_\_\_ Points Awarded)**

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

**4. Price (20 Points Possible) ( \_\_\_\_ Points Awarded)**

Twenty (20) points will be awarded to the Proposer submitting the lowest proposal for Parts 1 - 4 – the Contract Amount. AN AVERAGE OF ALL THREE (3) YEARS OF THE CONTRACT WILL BE FACTORED WHEN AWARDING POINTS FOR PRICING. All other proposers will receive a percentage of this amount based upon a formula which divides the low proposal by the Proposer’s proposal and is then multiplied by the number of points possible in this part of the Price evaluation. \*

\* Contractor “A” turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor “B” turns in a bid of \$265,000. Bid “A” is divided by Bid “B” then multiplied by the number of points possible (20).  $(210,000/265,000) \times 20 = 15.85$ , therefore, Contractor “B” will receive 15.85 of 20 possible points. Contractor “C” turns in a bid of \$425,000. Bid “A” is divided by Bid “C” then multiplied by the number of points possible (20).  $(210,000/425,000) \times 20 = 9.88$ , therefore, Contractor “C” will receive 12.35 of 20 points.

**5. Reasonableness of quantities and costs. (15 Points Possible) ( \_\_\_\_ Points Awarded)**

Up to fifteen (15) points will be awarded as to the reasonableness of ALL costs, numbers and quantities (i.e. fertilizer quantities, mulch quantities based on Contractor’s field measurements) provided in Parts 1,2,3,4 & 5.

**Proposer’s Total Score (100 Points Possible) ( \_\_\_\_ Points Awarded)**

**END**





**AGREEMENT BETWEEN \_\_\_\_\_, AND  
PASEO COMMUNITY DEVELOPMENT DISTRICT  
FOR LANDSCAPING AND IRRIGATION MAINTENANCE SERVICES**

This agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

Paseo Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Lee County, Florida, whose address is 9530 Marketplace Road #206, Fort Myers, Florida 33912 (“District”), and

\_\_\_\_\_, a \_\_\_\_\_, with a mailing address at \_\_\_\_\_ (“Contractor”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners of Lee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping and irrigation, and other infrastructure; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide landscaping and irrigation maintenance services for certain lands within and around the District; and

**WHEREAS**, Contractor, who submitted the proposal attached hereto as **Exhibit A** (“Scope of Services”) and incorporated by reference herein, represents that it has the skills, knowledge and ability to provide such operation and management services to the District in accordance with the terms of this Agreement; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the “Parties”), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Recitals.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**Section 2. Contractor’s Obligation.** The Contractor will provide landscape & irrigation maintenance services for certain lands within and around the District. Specifically, Contractor shall provide the services identified in Maintenance Exhibit. Contractor shall perform such work for a minimum of \$\_\_\_\_\_ per year to include Parts 1-4 of the Scope of Services, up to a maximum of \$\_\_\_\_\_ per year if both mulch top-dressings (Part 5) are performed and awarded to Contractor, up to a maximum of \$\_\_\_\_\_ per year if both mulch top-dressings (Part 5) are performed and awarded to Contractor and if all Annual Flower installations (Part 6) are

performed and awarded to Contractor. Contractor shall provide all labor and equipment necessary for such service unless otherwise identified in Maintenance Exhibit.

**Section 3. Billing and Payment.** Contractor shall bill the District for Services based on invoice with appropriate support documentation for the Fee and Reimbursements. Provided Contractor has submitted invoices for the fees and reimbursements with the appropriate support documentation by the fifteenth (15<sup>th</sup>) of the month, Contractor shall be paid by the thirtieth (30<sup>th</sup>) of the following month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Services, in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement. As compensation for the Work, the District agrees to pay Contractor \_\_\_\_\_ (\$\_\_\_\_\_) per year, in standard monthly amounts of \_\_\_\_\_ (\$\_\_\_\_\_). Such compensation covers only the items specified in Parts 1 and 4 of the Contractor's Bid Form. Additionally, for the services specified in Parts 2, 3, 5 & 6 of the Contractor's Bid Form, the District agrees to pay Contractor for such actual services rendered using the pricing specified in the Contractor's Bid Form the month following services being performed and after required documentations (if any) have been provided.

**Section 4. Care of the Property.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

**Section 5. Insurance.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least One Million and No/100 Dollars (\$1,000,000.00) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than One

Million and No/100 Dollars (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District obtaining the required insurance.

**Section 6. Independent Contractor.** The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

**Section 7. Indemnification.** Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "District Parties") from any and all Claims occurring incident to or resulting in whole or in part from the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "Contractor Parties") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "Claims" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights or recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

**Section 8. Recovery of Costs and Fees.** In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then if prevailing, the District

shall be entitled to recover from Contractor all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

**Section 9. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**Section 10. Labor, Materials and Equipment Claims.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. In the event that the Contractor does not pay or satisfy any claim or attempted lien within three (3) business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.

**Section 11. Negotiation at Arm's Length.** This Agreement has been negotiated fully between the parties as an arms length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

**Section 12. Enforcement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**Section 13. Termination** The District may terminate this Agreement without cause upon thirty (30) days written notice. The District shall also have the right to terminate this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason, including but not limited as set forth in Section 14. of this Agreement. Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination for the work performed up to that date.

**Section 14. Inspections.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.



(1) The District hereby designates the District Manager, Field Services Manager or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Field Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Field Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.

**Section 15. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit A** conflicts with anything contained within this Agreement, this Agreement shall control.

**Section 16. Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**Section 17. Authority to Contract.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**Section 18. Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First-Class Mail, postage prepaid, to the parties, as follows:

a. If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

b. If to District: Paseo Community Development District  
Rizzetta & Co., Inc.  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614

With a copy to: Persson, Cohen & Mooney, P.A.  
6853 Energy Court  
Lakewood Ranch, FL 34240  
Attn: Andrew Cohen

**Section 19. Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**Section 20. Assignment.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

**Section 21. Applicable Law.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**Section 22. Public Records.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

**Section 23. Effective Date and Term.** This Agreement shall become effective as of \_\_\_\_\_, 20\_\_, and remain in effect until \_\_\_\_\_, 20\_\_. At the end of the Initial Term, this Agreement includes the option for two (2) one (1) year annual renewals with discretion of the Board of Supervisors' approval.

**Section 24. Conflict.** To the extent that the terms described in **Exhibit A** conflict with the terms of this Agreement, the terms herein shall control.

**Section 25. Compliance with Governmental Regulation.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor 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 any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, 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 or an alleged

violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.**

**Section 26. E-Verify Requirements.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

**PASEO COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
[Contractor]

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

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

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_. He or she is ( ) personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

## SCOPE OF SERVICES

### PART 1

#### GENERAL LANDSCAPE MAINTENANCE

**1) MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine grass at a height of three (3) to three and one half (3 1/2) inches. Zoysia shall be maintained between 1.5” and 2.5”. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise, large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Paseo Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted, when necessary, upon prior approval.

**1A) POND MOWING** - All ponds identified as such on the overall Paseo Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water’s edge. Line trimming to water’s edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height. Contractor shall be careful to keep trimmings from entering water. Tracts between private residences and conservation areas shall also be mowed incorporating the same schedule and shall be mowed as closely as possible to larger plant material within the conservation area buffers without encroaching into buffers. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm’s reach of water’s edge shall be removed & disposed of by Contractor during every normal service event.



2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.

**Chemical edging shall not be permitted anywhere on property.**

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.**

**CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES NOT OWN ITS OWN FREEZE PROTECTION MATERIAL.**

3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4” diameter and up to a 15’ height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum clearance of ten feet (10’) over sidewalks and other pedestrian walkways to fifteen feet (15’) over roadways and ROW’s. All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15’ from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles (and other small, flowering trees) shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be “hat racked” at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Paseo. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All Palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken leaves and inflorescence. Removal of green or even yellowing leaves is not allowed. Leaves should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit, including but not limited to coconuts, and fruit/seed pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

**4) WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION.**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

**5) MAINTENANCE OF PAVED AND BRICK PAVER AREAS** – All paved and brick paver areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved or brick paver areas.

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

**7) REPLACEMENT OF PLANT MATERIAL** – Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

**8) MISSED SERVICE - If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week.** Saturday work is permitted after prior approval from District Representative.

**9) PET STATION SERVICE** – A total of thirteen (13) pet stations will be serviced (waste bags to be provided and off-site disposal of used waste bags to be provided) three (3) times each week.

## PART 2

### FERTILIZATION

Except as otherwise regulated by Lee County Ordinance No. 08-08, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. **It is the Contractor's responsibility to familiarize themselves with Ordinance No. 08-08 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements.** Copies of all training certificates shall be provided to District representative.

#### HIGHLIGHTS OF THE ORDINANCE:

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1<sup>ST</sup> THRU SEPTEMBER 30<sup>TH</sup>.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW-RELEASE NITROGEN.

#### **All Zoysia Areas:**

February	A complete fertilizer based on soil tests + pre-emergence
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow-Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + pre-emergence

#### **All St. Augustine Sod:**

February	A complete fertilizer based on soil tests + pre-emergence
March	Nitrogen (soluble Nitrogen) applied at 0.5 lbs. N/1000 SF
April	SRN (Slow-Release Nitrogen) applied at 1.0 lbs. N/1000 SF
May	SRN (Slow-Release Nitrogen) applied at 1.0 lbs. N/1000 SF
October	SRN (Slow-Release Nitrogen) applied at 1.0 lbs. N/1000 SF + pre-emergence
November	A complete fertilizer based on soil tests

The contractor shall submit a fertilizer label to District project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor once per year to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S REponsibility TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

#### **SHRUB, TREE & GROUND COVER FERTILIZATION:**

All SHRUBS, GROUND COVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, May, October)  
10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg      10 lbs. 1000 sq. ft.

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

#### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients **per 100 SF of palm canopy** up to four times per year (March, May, October with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Newly installed palms may require additional fertilizer for proper establishment. It is the responsibility of the vendor to identify and provide a proposal for consideration for this service.

**Fertilizer will be included in the Contract Amount but shall be billed the month after application as opposed to billed equally on a monthly basis.**

**CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification**



## PART 3

### PEST CONTROL

**Insects and Disease in Turf** Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

**Insects and Disease Control for Trees, Palms and Plants** The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental and conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline and also include all palms susceptible to spiraling whitefly on an annual basis. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly or annual injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations (or one) per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor’s responsibility to furnish the District project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all required certifications (including BMP Certifications) of all pesticide applicators.

Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

### **FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

**Pest Control will be included in the Contract Amount but shall be billed the month after application as opposed to billed equally on a monthly basis.**

## PART 4

### IRRIGATION SYSTEM MONITORING AND MAINTENANCE

**Irrigation System.** The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (**approximately** - **220** District dedicated zones, **304** Shared zones, **11** irrigation controllers, **3** pump station, **2** monitoring wells, and **6** recharge wells).

#### A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

#### B. Water Sources

1. Visual inspection of water source
2. Clean above ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
4. Test automatic protection devices

#### C. Irrigation Systems

1. Manual test and inspection of each irrigation zone
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

#### D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall

provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

**Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion,**

**After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads (includes spray heads and rotors), nozzles, drip, main and delivery lines and any associated fittings.** Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

## PART 5

### INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Cocoa Brown Mixed Hardwood Mulch, up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of two (2) inches and a maximum of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure. Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 2” to 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 2” to 3” & beveled to reduce mulch washout. Mulch shall not be in contact with tree trunks or bases of plants. Any mulch “volcanoes” or mulch accumulation around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 2” to 3” depth, sufficient mulch shall be supplied and installed by Contractor at no additional cost to District.

**This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.**

**The CDD reserves the right to subcontract out any and all mulching events.**

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace **approximately** Nine hundred thirty (930) annuals in 4” pots up to four (4) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

Annual installation price shall include all dead-heading, necessary soil adjustments, soil additives, fungicides, and nutritional requirements **at no additional cost to District.**

**This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.**

**The CDD reserves the right to subcontract out any and all annual installation events.**

[END OF SECTION]





**PASEO COMMUNITY DEVELOPMENT DISTRICT**

**EXHIBIT "B"**  
**EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES PROPOSAL**  
**FORM**

SEE ATTACHED ITEMIZED PROPOSAL FORM

**PASEO  
COMMUNITY DEVELOPMENT DISTRICT  
LANDSCAPE & IRRIGATION MAINTENANCE  
REQUEST FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance** \$ \_\_\_\_\_ Yr. \*

\* Pet Station Maintenance \$ \_\_\_\_\_ Yr. (include in General Landscape Maintenance amount above).

<p>- Storm Cleanup \$ _____/hr. (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Freeze Protection (description of ability) _____</p> <p>_____</p> <p>_____</p> <p>\$ _____/application (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)</p> <p>\$ _____/hr. for employee with hand-held hose</p> <p>\$ _____/hr. for water truck/tanker</p>
---

**PART 2**

**Fertilization (All labor and materials)** \$ \_\_\_\_\_ Yr.  
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

Zoysia (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

**The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.**

**PART 3**

**Pest Control** (All labor and materials) \$ \_\_\_\_\_ Yr.  
 (If all pesticide allowance is required) \*

\* **This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.**

**OTC Injections will be performed at the discretion of the District’s BOS’s  
 (This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)**

**OTC Injections** (All labor and materials)

\$ \_\_\_\_\_ / Yr. (based on quantities below)  
**(OTC injections per specs - do not include in Grand Total)**

<b>Palm Type</b>	<b>Palm Qty</b>	<b># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</b>	<b>Cost per Individual Inoculation</b>	<b>Total Cost per Year (4x per year)</b>

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

**PART 4**

**Irrigation** (All labor and materials) \$ \_\_\_\_\_/Yr.

Freeze Protection (description of ability) _____ _____ _____ _____ _____ \$ _____/application <b><u>(do not include in Irrigation Total or Grand Total)</u></b> After hours emergency service hourly rate \$ _____ /hr. (i.e., broken mainlines, pump & wells, etc.) Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. _____ _____ _____ _____ _____
---

**PART 5**

**Installation of Shredded Cypress Mulch** (All labor and materials) \$ \_\_\_\_\_ / Yr.  
**(If both topdressings are performed)**

**Installation of Pine Straw Mulch** (all labor and materials) \$ \_\_\_\_\_/Yr.  
**(If both topdressings are performed)**

**(Do not include in Grand Total)**  
**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor**

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

\_\_\_\_\_ CY Shredded Cypress Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (app. April)

And

\_\_\_\_\_ CY Shredded Cypress Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (app. October)



\_\_\_\_\_ Bales Pine Straw per specs for the first top-dressing at  
\$ \_\_\_\_\_/Bale (app April)

And

\_\_\_\_\_ Bales Pine Straw per specs for the second top-dressing at  
\$ \_\_\_\_\_/Bale (app. October)

**Each top-dressing shall leave all beds with a depth of 3”**

**PART 6**

**Annual Installation** (All labor and materials)

Contractor shall install 930 (4”) annuals up to four (4) times per year per specs at the direction of the District at \$ \_\_\_\_\_/annual plant

\$ \_\_\_\_\_/rotation

\$ \_\_\_\_\_/Yr. (if all rotations are performed)

**(Do not include in Grand Total)**

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor**

**GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)**

\$ \_\_\_\_\_/Yr. (initial term)

FIRST ANNUAL RENEWAL \$ \_\_\_\_\_/Yr.

SECOND ANNUAL RENEWAL \$ \_\_\_\_\_/Yr.

Contractor/Firm Name \_\_\_\_\_

Firm Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Name and Title of Representative \_\_\_\_\_

(Please Print)

Representative's Signature \_\_\_\_\_

Date \_\_\_\_\_

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**PASEO  
COMMUNITY DEVELOPMENT DISTRICT  
LANDSCAPE & IRRIGATION MAINTENANCE  
REQUEST FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance** \$ \_\_\_\_\_ Yr. \*

\* Pet Station Maintenance \$ \_\_\_\_\_ Yr. (include in General Landscape Maintenance amount above).

- Storm Cleanup \$ \_\_\_\_\_/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\$ \_\_\_\_\_/application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)  
 \$ \_\_\_\_\_/hr. for employee with hand-held hose  
 \$ \_\_\_\_\_/hr. for water truck/tanker

**PART 2**

**Fertilization (All labor and materials)** \$ \_\_\_\_\_ Yr.  
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

Zoysia (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

**The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.**

**PART 3**

**Pest Control** (All labor and materials) \$ \_\_\_\_\_ Yr.  
 (If all pesticide allowance is required) \*

\* **This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.**

**OTC Injections will be performed at the discretion of the District’s BOS’s  
 (This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)**

**OTC Injections** (All labor and materials)

\$ \_\_\_\_\_ / Yr. (based on quantities below)  
**(OTC injections per specs - do not include in Grand Total)**

<b>Palm Type</b>	<b>Palm Qty</b>	<b># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</b>	<b>Cost per Individual Inoculation</b>	<b>Total Cost per Year (4x per year)</b>

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

**PART 4**

**Irrigation** (All labor and materials) \$ \_\_\_\_\_/Yr.

<p>Freeze Protection (description of ability) _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>\$ _____/application <b><u>(do not include in Irrigation Total or Grand Total)</u></b></p> <p>After hours emergency service hourly rate \$ _____ /hr. (i.e., broken mainlines, pump &amp; wells, etc.)</p> <p>Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
---

**PART 5**

**Installation of Shredded Cypress Mulch** (All labor and materials) \$ \_\_\_\_\_ / Yr.  
**(If both topdressings are performed)**

**Installation of Pine Straw Mulch** (all labor and materials) \$ \_\_\_\_\_/Yr.  
**(If both topdressings are performed)**

**(Do not include in Grand Total)**  
**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor**

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

\_\_\_\_\_ CY Shredded Cypress Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (app. April)

And

\_\_\_\_\_ CY Shredded Cypress Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (app. October)

\_\_\_\_\_ Bales Pine Straw per specs for the first top-dressing at  
\$ \_\_\_\_\_/Bale (app April)

And

\_\_\_\_\_ Bales Pine Straw per specs for the second top-dressing at  
\$ \_\_\_\_\_/Bale (app. October)

**Each top-dressing shall leave all beds with a depth of 3”**

**PART 6**

**Annual Installation** (All labor and materials)

Contractor shall install 930 (4”) annuals up to four (4) times per year per specs at the direction of the District at \$ \_\_\_\_\_/annual plant

\$ \_\_\_\_\_/rotation

\$ \_\_\_\_\_/Yr. (if all rotations are performed)

**(Do not include in Grand Total)**

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor**

**GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)**

\$ \_\_\_\_\_/Yr. (initial term)

FIRST ANNUAL RENEWAL \$ \_\_\_\_\_/Yr.

SECOND ANNUAL RENEWAL \$ \_\_\_\_\_/Yr.

Contractor/Firm Name \_\_\_\_\_

Firm Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Name and Title of Representative \_\_\_\_\_

(Please Print)

Representative's Signature \_\_\_\_\_

Date \_\_\_\_\_

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

2. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022



**PASEO  
COMMUNITY DEVELOPMENT DISTRICT  
LANDSCAPE & IRRIGATION MAINTENANCE  
REQUEST FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance** \$ \_\_\_\_\_ Yr. \*

\* Pet Station Maintenance \$ \_\_\_\_\_ Yr. (include in General Landscape Maintenance amount above).

- Storm Cleanup \$ \_\_\_\_\_/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\$ \_\_\_\_\_/application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)  
 \$ \_\_\_\_\_/hr. for employee with hand-held hose  
 \$ \_\_\_\_\_/hr. for water truck/tanker

**PART 2**

**Fertilization (All labor and materials)** \$ \_\_\_\_\_ Yr.  
 (Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

Zoysia (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

**The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.**

**PART 3**

**Pest Control** (All labor and materials) \$ \_\_\_\_\_ Yr.  
 (If all pesticide allowance is required) \*

**\* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.**

**OTC Injections will be performed at the discretion of the District’s BOS’s  
 (This shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)**

**OTC Injections** (All labor and materials)

\$ \_\_\_\_\_ / Yr. (based on quantities below)  
**(OTC injections per specs - do not include in Grand Total)**

<b>Palm Type</b>	<b>Palm Qty</b>	<b># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)</b>	<b>Cost per Individual Inoculation</b>	<b>Total Cost per Year (4x per year)</b>

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

**PART 4**

**Irrigation** (All labor and materials) \$ \_\_\_\_\_/Yr.

<p>Freeze Protection (description of ability) _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>\$ _____/application <b><u>(do not include in Irrigation Total or Grand Total)</u></b></p> <p>After hours emergency service hourly rate \$ _____ /hr. (i.e., broken mainlines, pump &amp; wells, etc.)</p> <p>Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
--

**PART 5**

**Installation of Shredded Cypress Mulch** (All labor and materials) \$ \_\_\_\_\_ / Yr.  
**(If both topdressings are performed)**

**Installation of Pine Straw Mulch** (all labor and materials) \$ \_\_\_\_\_/Yr.  
**(If both topdressings are performed)**

**(Do not include in Grand Total)**  
**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor**

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

\_\_\_\_\_ CY Shredded Cypress Mulch per specs for the first top-dressing at  
\$ \_\_\_\_\_/CY (app. April)

And

\_\_\_\_\_ CY Shredded Cypress Mulch per specs for the second top-dressing at  
\$ \_\_\_\_\_/CY (app. October)

\_\_\_\_\_ Bales Pine Straw per specs for the first top-dressing at  
\$ \_\_\_\_\_/Bale (app April)

And

\_\_\_\_\_ Bales Pine Straw per specs for the second top-dressing at  
\$ \_\_\_\_\_/Bale (app. October)

**Each top-dressing shall leave all beds with a depth of 3”**

**PART 6**

**Annual Installation** (All labor and materials)

Contractor shall install 930 (4”) annuals up to four (4) times per year per specs at the direction of the District at \$ \_\_\_\_\_/annual plant

\$ \_\_\_\_\_/rotation

\$ \_\_\_\_\_/Yr. (if all rotations are performed)

**(Do not include in Grand Total)**

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor**

**GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)**

\$ \_\_\_\_\_/Yr. (initial term)

FIRST ANNUAL RENEWAL \$ \_\_\_\_\_/Yr.

SECOND ANNUAL RENEWAL \$ \_\_\_\_\_/Yr.

Contractor/Firm Name \_\_\_\_\_

Firm Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Name and Title of Representative \_\_\_\_\_

(Please Print)

Representative's Signature \_\_\_\_\_

Date \_\_\_\_\_

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

3. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**WEEKLY  
REPORT FORMS**

**PASEO CDD**

**WEEKLY WORK JOURNAL**

*(this form must be filled out at the end of each daily visit and turned in to the clubhouse office)*

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

**DESCRIPTION OF WORK PERFORMED TODAY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCATIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ISSUES REQUIRING ATTENTION:** \_\_\_\_\_

*(Please notify District Rep. if any)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END**



**PASEO CDD**  
**IRRIGATION REPAIR REQUEST FORM**

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

**DAMAGE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IRRIGATION TECHNICIAN'S NAME:** \_\_\_\_\_

**PASEO REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

**END**

**PASEO CDD**  
**PEST MANAGEMENT REPORT**

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

**SYMPTOMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED MATERIALS REQUIRED FOR TREATMENT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED PESTICIDE APPLICATOR'S NAME:** \_\_\_\_\_

**WN REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE  
REQUEST)**

**END**

# PASEO

## COMMUNITY DEVELOPMENT DISTRICT

### MAINTENANCE EXHIBIT





# Tab 3

---

---

**MEMORANDUM**

---

---

TO: Paseo Community Development District  
("CDD") ("District")

FROM: Frank Savage

---

COMPANY: Rizzetta and Company ("District  
Management")

DATE: November 27, 2024

---

COPY TO: Kari Hardwick, Belinda Blandon

PROJECT NUMBER: 22168

---

RE: Engineer's Staff Report – Board of Supervisors ("BOS") Meeting – December 4, 2024

---

For the Paseo CDD BOS meeting scheduled for December 4, 2024, Barraco and Associates, Inc. ("District Engineer") offers the following updates under 3F. Staff Reports:

- District Engineer staff previously inspected the perimeter berm/preserve interface throughout the District's boundary and identified approximately 3,000 l.f. in Paseo South (exhibit previously provided – can be provided upon request) and 4,500 l.f. in Esperanza (exhibit previously provided – can be provided upon request) of ill-defined berm/swale. Those exhibits were previously discussed at the October 2024 BOS meeting, during which requests were made by the board to consider prioritization of deficiencies, as well as order of magnitude cost estimates for completion of the restoration work required to bring those areas into compliance with the permitted design.

There were no distinct areas of greater severity noted at the time of the inspections, therefore there is no specific prioritization amongst the berm deficiencies noted; rather, it is noted that all those identified areas are out of tolerance with the South Florida Water Management District ("SFWMD") Environmental Resource Permit ("ERP") and should be restored in as reasonable a timeframe as budget allows, understanding the overall restoration may reasonably occur over multiple budget cycles. Additionally, no order of magnitude cost estimate is provided, as the restoration costs will likely vary depending on contractor means and methods. Rather, it is anticipated that the project limits will be based on the District's budget, and to that purpose, it may be prudent for the restoration work to be bid with such a caveat that only portions may be repaired based on the final District budget. Considerations also may be necessary regarding staging locations and access to and over the anticipated restoration areas, as berms and swales may fall on real property owned by others.

There are no further actions being pursued at this time and District Engineer staff will be prepared for discussion of this topic during the board meeting.

- District staff previously worked with Supervisor Shimer, who had been designated by the BOS, in order to identify locations where easements may be needed over existing District maintained improvements on real property owned by others, with the initial focus on identifying those applicable hardscaping improvements. A memorandum was prepared



to summarize the findings of the meeting, which was discussed by the BOS at the October 2024 BOS meeting. During the meeting, staff were authorized to move forward with preparation of draft easement agreements specifically for those areas identified within the memorandum. Accordingly, the District Counsel has prepared draft easement agreement documents, which will be supported by legal descriptions and sketches prepared by the District Engineer. The document preparation is ongoing and is anticipated to be completed prior to the next scheduled BOS meeting. District Engineer staff will be prepared for discussion of this topic during the board meeting.

- The latest Fluid Spill exhibit, provided herein for BOS discussion, captures all known spill locations communicated by District Management. The exhibit identifies minimum restoration limits and associated areas, in square feet, based on the spills captured. If restoration of the entire Phase 1 roadway is considered, it is estimated the restoration of those specific areas associated with the fluid spills would be an order of magnitude of approximately \$40,000. The unit pricing utilized for the basis of this estimate considers the entire roadway to be restored rather than just those areas impacted by the fluid spills. There are no further actions being pursued at this time and District Engineer staff will be prepared for discussion of this topic during the board meeting.
- Proposals are being requested from contractors (Russ Berner Construction, McShea Contracting, PMI Pavement Maintenance) for the consideration by the BOS for milling and resurfacing of portions of Paseo Drive. The proposals are requested to include the two alternatives discussed during the prior BOS meeting, as well the list of striping needs assembled by management. This process is ongoing, and should the anticipated proposals be available prior to the BOS meeting, we will be prepared for discussion on this topic.

# Tab 4



October 23, 2024

Andrew Cohen, Esq.  
Persson, Cohen, Mooney, Fernandez & Jackson, P.A.  
6853 Energy Court  
Lakewood Ranch, FL, 34240

Mr. Cohen,

As you know, I am working with a large group of concerned residents who reside within the Paseo Community Development District (District) in Fort Myers, Florida, a District which you represent as Counsel. I have been asked to continue corresponding and negotiating with you and the District in the below matter. Collectively we will be known as the Paseo Community Land Holdings.

The group I am working with continues to remain interested in purchasing the appraised portion of Tract E-1 discussed in our previous correspondence. As our last offer was rejected we are submitting a second offer to purchase the appraised land under the following conditions:

- The purchase price will be no less than \$6,601 (USD Six Thousand Six Hundred and One), a slightly more than 10% premium above the appraised value and what the Master Association has indicated they are willing to pay. This price may be higher, depending on discussions between both parties;
- The purchase price will be paid in cash;
- The sale will be completed within 90 days, or sooner if the District so chooses;
- There are no inspection requirements and no contingencies other than a clean title;
- The District's counsel will prepare all necessary legal documents;
- As part of the sale the appraised land will be deeded back to the District with a permanent conservation easement assigned;
- The purchase and sale will be simultaneous, and the land will remain with the "Paseo Family" at all times;
- The District will have complete control of the land in perpetuity and may upgrade or modify the land pursuant to their needs so long as all upgrades or modifications meet or exceed the requirements of the conservation easement

The sale of this land remains a contentious matter within the community, including a recent lawsuit filed in District Court. The residents making this offer believe it is in the best interest of Paseo for them to purchase the land and deed it back to the District as it removes the threat of litigation from the entire community; prevents the possible relocation of a storm sewer that the other sale would require; and, through the conservation easement, ensures that ALL residents of Paseo have full use and enjoyment of the land in perpetuity while protecting one of the very few greenspaces within the community.

We would like to enter into discussions with either yourself or District management as soon as possible so as to come to a mutually agreeable price for the purchase of the appraised land as well as a timeline to close this sale. We are looking to finalize this sale prior to the end of calendar year 2024 and believe this is entirely feasible. Therefore, as time is of the essence, we would ask that this matter be placed on the agenda for consideration by the District's Board of Supervisors at the next scheduled meeting.

On advice of counsel, we are also requesting the Supervisor Ian Noy be recused from participating in any discussions regarding this offer. We do not make this request lightly and only do so as Supervisor Noy has shown his lack of impartiality and prejudice towards any offer other than that which would turn the land into pickleball courts.

Example of this lack of impartiality include, but are not limited to:

- During the April 2023 District meeting Supervisor Noy stated that anybody who did not vote to sell the land to the Paseo Master Association for use as pickleball courts "did not give a s\*\*t about Paseo";
- During the October 2024 District meeting Supervisor Noy stated that anybody who did not support his motion to reject the offer previously made by this group "was irresponsible and did not care about Paseo";

Both these public statements, as well as other public statements by Supervisor Noy, show a clear bias and prejudice on the part of Supervisor Noy. This inability to separate his personal desires from those of the District needs meets all the grounds for recusal as evidenced by his previous statements, which are on the record with the District management office.

Any correspondence can be sent via email to [steven@vestagroup.com](mailto:steven@vestagroup.com) and via US Postal Service to Paseo Community Land Holdings, c/o Steven Brown, 11872 Rosalinda Court, Fort Myers, FL, 33912.

Thank you for your attention to this matter and we look forward to a quick and successful conclusion of this sale.

Regards,



Steven A. Brown-Cestero  
For and on Behalf of the Paseo Community Land Holdings

# Tab 5



Rizzetta & Company

**UPCOMING DATES TO REMEMBER**

- **Next Meeting:** January 22, 2025
- **FY 2023-2024 Audit Completion Deadline:** June 2025
- **Next Election (Seats 1 & 2):** November 2026

**District  
Manager's  
Report**

November 26

**2024**

P  
A  
S  
E  
O  
  
C  
D  
D

<u>FINANCIAL SUMMARY</u>	<u>10/31/2024</u>
General Fund Cash Balance	\$ 93,545.00
Investments Operating FL Class	\$ 748,188.00
Reserve Fund Investment Balance	\$ 1,105,665.00
Debt Service Fund Investment Balance	\$ 655,053.00
<b>Total Cash and Investment Balances</b>	<b>\$ 2,602,451.00</b>
<b>General Fund Expense Variance:</b>	<b>\$42,024 Under Budget</b>



**Financial Statement Notes:**

Paseo CDD Variance Notes			
Line Item	YTD Actual Expense	Variance	Notes
Hurricane Related Expense	\$ 16,722.00	\$ 16,722.00	Clean Up Expenses Associated with Hurricane.
Guard Gate Facility Maintenance and Repairs	\$ 4,291.00	\$ 1,375.00	Painting of Entry Sign
Street Light/Decorative Light Maintenance	\$ 2,170.00	\$ 1,170.00	Provincia pole # 124 burnt wiring. Mercado Ct, Javiera Way, and Sarita Street repairs posts # 37, and 33.

**Financial Statement Notes:** There is a large receivable reflected on the balance sheet and this is due to the pending tax roll funds for the new fiscal year. We don't typically receive the funds until mid-December.

**Landscaping RFP Review of Draft:** The draft will be reviewed at the meeting with the Board.

**Excess Bond Revenue:** DM will discuss the Series 2018 Excess Bond Revenue with the Board at the meeting. There are provisions within the indenture that allows for the balance of funds on deposit in the bond revenue account to be transferred back to the District and used for any lawful purpose. The surplus is primarily from interest earned on deposited funds.

# Tab 6

**RESOLUTION 2025-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PASEO COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING OFFICERS OF THE DISTRICT, 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 Board of Supervisors of the District desires to redesignate Officers of the District.

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

Section 1. \_\_\_\_\_ is appointed Chairman.

Section 2. \_\_\_\_\_ is appointed Vice Chairman.

Section 3. \_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

Belinda Blandon is appointed Assistant Secretary.

Melissa Dobbins is appointed Assistant Secretary.

Matthew Huber is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman and Assistant Secretary; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 4TH DAY OF DECEMBER 2024.**

**ATTEST:**

**PASEO COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**SECRETARY / ASSISTANT SECRETARY**

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

# Tab 7



November 20, 2024

## Hog Control Proposal

<b>CUSTOMER:</b>	Paseo CDD
<b>ADDRESS:</b>	11980 Paseo Grande Boulevard, Fort Myers, Lee County, Florida 33912
<b>PHONE &amp; EMAIL:</b>	(239) 936-0913 / khardwick@rizzetta.com
<b>REFERRAL SOURCE:</b>	Internet

### Introduction

Conserv was asked to conduct a survey, produce a proposal to control the current wild hog issues, and to prevent future infestations to other potential areas.

### Proposal

Our assessment was conducted with respect to discovering areas that are currently being damaged and those which are vulnerable to possible future damage.

### Scope of Work

The Scope of Work is broken down into the following steps:

1. Within the preserve, baiting sites and motion sensor game cameras will be placed at two separate locations. The intention of baiting is to reduce damage to lawns and landscaping, population analysis, determine if the baiting site is sufficient for a trap set up based on hog usage.
2. Once it is determined of the number of hogs per sounder and they are regularly using a bait site, a trap will be set up for continued pre-baiting before a capture date is scheduled.
3. Trap will be monitored via motion sensor cameras until the entire sounder is comfortable using it.
4. A capture date will be scheduled, and hogs will be removed either alive or humanely euthanized (customer preference).
5. After a capture, trap will go back to the pre baiting stage and steps 3 & 4 will repeat as needed.

**Pricing on Next Page**



P.O. Box 367685 Bonita Springs, FL 34136  
1-888-686-9811

conservwildlifeservices.com

## Option 1: Ongoing Wild Hog Control Program

The Cost for this program, including all equipment, labor, and material costs, would be:

**Monitoring & Trapping: \$680.00 monthly**

## Program Approval

\_\_\_\_\_

Customer Acceptance

\_\_\_\_\_

Date

*Please sign this Approval Section if you wish to proceed with the work and return all pages.*

11/13/2024

Hog Wild Bokeelia  
Hank Kulhawick  
13990 Robert rd.  
Bokeelia Fl.  
33922  
330-352-6283

Paseo CDD  
3434 Calwell Ave  
Suite 200  
Tampa Florida 33614

Feral Hog Removal Proposal. Paseo CDD.

Our goal is to trap and remove complete sounders of Wild Hogs. Utilizing 30' cellular drop gates, and 20' Pig Brig Traps. This has been extremely successful with over a 95% catch ratio. These traps are capable of a single catch of up to 20 to 30 hogs.

We use cellular cameras to get inventory of Hogs during the conditioning phase. Baiting and other attractants are utilized to draw animals into the trap site with multiple locations in different stages, to keep traps in Catch Mode. All animals will be transported humanly to a Licensed Holding facility. All required records will be provided.

Setup and dismantle multi trapping sites. \$500. Per site. ( approximately 6 sites )

Capture, and relocate all hogs to Certified holding facility any size. \$180.00 per animal.

Thank you for your consideration.  
Hank Kulhawick

## References

Jeff Anderson  
Lee County Parks and Recreation  
239-707-8251

Peggy Nucewander  
Previous Customer  
239-849-1627

Sandy  
Venice Hoa Manager  
352-213-6116

Lee Waller  
Lee county  
239-707-0862

# Florida

GOVERNOR LICENSE CLASS 1  
K420-381-56-025-0

HENRY ALFRED  
KULHAWICK JR  
17000 ROBERT RD  
BOKEELIA, FL 32909-2147  
DOB 01-21-1948 SEX M  
ISSUED 04-18-2017 NAT CAN  
EXPIRES 04-18-2020  
RES  
OWNER



A

SAFE DRIVER



Florida Department of Agriculture  
and Consumer Services  
Division of Animal Industry

## FERAL SWINE DEALER IDENTIFICATION CARD

WILTON SIMPSON  
COMMISSIONER

This is to certify that  
**Henry Kulhawick**  
is an Approved Feral Swine Dealer

Approval Number **FL-9181**

FDACS-06040 Rev. 01-05 Wilton J. Fisch, D.V.M.

Florida Department of Agriculture and Consumer Services  
885.1451, Florida Statutes  
8C-31.006, Florida Administrative Code  
**Premises Identification Card**

**Owner:**  
HOG WILD BOKEELIA  
HENRY KULHAWICK JR

**Premises Id Number:**  
00SE9TL

**Premises Address:**  
1700 COCO RANCH WAY  
BOKEELIA



# Tab 8

**PHASE 4 / FINAL TREE REMOVAL PROJECT**  
**RECOMMEND REMOVAL OF 13 OAKS, 1 POINCIANA & 1 PYGMY DATE PALM**

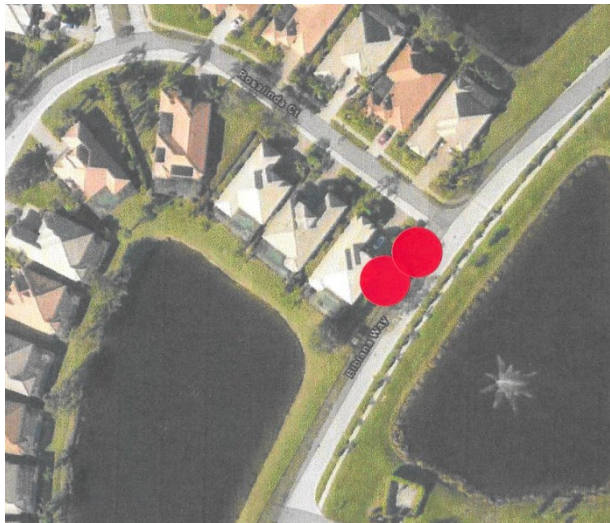


**JAVIERA & PASEO GRANDE**

Across from LP 108 - directly north of building 61. **REMOVE**: slightly compromised. Pinnacle concurs as it's leaning towards bldg

Across from LP 110 The oak at the corner of Paseo Grande and Javiera. **REMOVE**: appears healthy, but Pinnacle noted it's lifting pavers.

LP 40 east end of the lake. **REMOVE**: slightly compromised. Pinnacle concurs and notes it's too close to road.



Rosalinda/Bibiana between LP150 & 135  
**REMOVE** oak closer to Bibiana; leave the one in bed.



Tennis Court entrance, CDD Shed and two near LP148. **REMOVE** all 4; Pinnacle concurs due to locations & blocking of lights



Bibiana west end near LP 162 appears healthy; no concerns. One near Bibiana/Alegria LP 158 **REMOVE**; blocking light. Also, near mailbox LP 160 – Poinciana and pigeon plum crowding each other. **REMOVE** poinciana as it's outgrowing footprint and roots may cause damage to roadway; wrong plant/wrong place. Pigeon plum will thrive afterwards.



**Dario** across from LP 329/339: 5 shady ladies – 2 or 3 are compromised, leaning towards wetlands – Pinnacle recommends straightening. If Board concurs we'll request a proposal.

**MULTI-USE PATH (13 Oaks; remove 4 + remove one double pygmy date palm)**

LP10 – **REMOVE** oak; 2' from walkway (cracking); in electric lines; crowding other growth. Pinnacle concurs.

LP33 – **REMOVE** oak; leaning; impeding other growth; Pinnacle concurs and notes it's partially uprooted.

LP49 – **REMOVE** oak; Leaning towards fence; Pinnacle concurs and notes it's partially uprooted.

LP59/60 – **REMOVE** double pigmy right on walkway; cracking; not a transplant candidate; root ball is too close to walk

LP60/61 – **REMOVE** oak; leaning to south; into wires. Pinnacle concurs.



# Tab 9

# Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

# Estimate

Date	Estimate #
11/26/2024	4807

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

Description	Qty	Cost	Total
Installation of Floratam on the east side condo locations below in the Paseo CDD locations from where the Oaks and Pigeon Plum trees were removed during the Phase 3 tree removals.			
Prep locations for new sod Pabla – 2,778 sqft Izarra- 1,210 sqft Olinda- 72 sqft Melosia- 72 sqft Nalda- 1,201 sqft Lianna- 107 sqft Javiera- 496 sqft Kemena- 347 sqft Oliveria- 174 sqft Total of 6,457 sqft= 13 pallets to be installed	13	300.00 690.00	300.00 8,970.00
Irrigation Cost: Set up and remove extra water. 2 Hours for each of the 5 clocks	10	55.00	550.00
Delivary Fee		475.00	475.00
Estimate is valid for 30 days from the date of the estimate.			
Come visit us at <a href="http://www.Pinnaclelandscapes.com!!">www.Pinnaclelandscapes.com!!</a>	<b>Total</b>		<b>\$10,295.00</b>

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

# Tab 10

Paseo Community Development District

Bismarck Palm Removal and Replacement Bid Breakdown

	<b>Removal of Bismarcks</b>	<b>Removal of Crotons</b>	<b>Replacement Bismarck</b>	<b>Replacement Crotons</b>	<b>Staking</b>	<b>Bubbler Installation</b>	<b>Mulch</b>	<b>Disposal</b>	<b>Equipment</b>	<b>Total</b>
<b>AmeriScape</b>	\$1,000.00	N/A	\$6,400.00	N/A	\$350.00	\$360.00	N/A	\$750.00	N/A	<b>\$8,860.00</b>
<b>Greatview</b>	\$1,600.00	N/A	\$12,800.00	N/A	\$250.00	\$80.00	\$36.00	Included	\$600.00	<b>\$15,366.00</b>
<b>Pinnacle</b>	\$1,700.00	Included	\$9,600.00	\$300.00	Included	\$375.00	\$150.00	Included	N/A	<b>\$12,125.00</b>



PO Box 8035 | Naples, Florida 34101-8035  
 239.368.5127 | ar@myamerscape.com | www.myamerscape.com

**RECIPIENT:**

**Paseo Community Development District District**

9530 Marketplace Road  
 Suite 206  
 Fort Myers, Florida 33912

<b>Estimate #81408</b>	
Sent on	Nov 06, 2024
<b>Total</b>	<b>\$8,860.00</b>

Product/Service	Description	Qty.	Unit Price	Total
Proposal to Remove/Replace 2 Bismarcks	Damaged From Hurricane. 1 on Paseo Drive, past Falisto Place, on the right-hand side. 1 on Macario Court cul-de-sac.			
Remove Damaged Bismarck Palms		2	\$500.00	\$1,000.00
Install 2 Bismarck Palms 10' Clear Trunk	4 Bags of Mulch for Each Tree Included	2	\$3,200.00	\$6,400.00
2x4 Staking for Each Palm		2	\$175.00	\$350.00
Install 3 Bubblers for Each Tree		6	\$60.00	\$360.00
Disposal		2	\$375.00	\$750.00
Signature:				

**Total** **\$8,860.00**

Any change orders made after your approval payment may incur a restocking fee.

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

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

There is a trip free of \$100 associated with jobs under \$500 to cover the costs of



PO Box 8035 | Naples, Florida 34101-8035  
239.368.5127 | ar@myamerscape.com | www.myamerscape.com

**Notes Continued...**

admin, travel to pick up materials and travel to dispose of material.

We follow Florida law regulations: We will not start any work that requires digging before having the public utilities mark and cleared. PRIVATE lines, wiring, utilities are not marked by Sunshine 811 and is the responsibility of the homeowner to notify Ameri-Scape of such. Ameri-Scape will not be held liable for any damages if Notification of location of Private Utilities are not timely reported.

# GREATVIEW LAWN CARE

PO Box 367631  
Bonita Springs, FL 34136  
+12396767096  
Office@greatviewlc.com

## Estimate

**ADDRESS**

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

ESTIMATE #	DATE
17748	11/04/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
<b>Description.</b>	Proposal to provide Bismarck palms that are dead and removal - of palms.	1	0.00	0.00
<b>Job Address</b>	Macario court cul de sac	1	0.00	0.00
<b>Removal and Disposal</b>		1	800.00	800.00
<b>Stake</b>	Stake palm.	1	125.00	125.00
<b>Bismarck Palm</b>	Bismarck palm field grown 10 ft of clear trunk	1	6,400.00	6,400.00
<b>Bubbler</b>		1	40.00	40.00
<b>Job Address</b>	Right side of 11301 paseo drive on the common area.	1	0.00	0.00
<b>Removal and Disposal</b>		1	800.00	800.00
<b>Stake</b>	Stake palm.	1	125.00	125.00
<b>Bismarck Palm</b>	Bismarck palm field grown 10 ft of clear trunk	1	6,400.00	6,400.00
<b>Bubbler</b>		1	40.00	40.00
<b>Coco Brown Mulch 2 CB FT Bag</b>		6	6.00	36.00
<b>Equipment Fee</b>		1	600.00	600.00

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

**TOTAL**

**\$15,366.00**

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

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

Accepted By

Accepted Date

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



# Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

# Estimate

Date	Estimate #
11/4/2024	4749

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

Description	Qty	Cost	Total
Removal, disposal and stump grind dead Bismarck palm on Macario Ct. Cul-de-sac. We will need to remove Crotons to make room for the stump grinder.		950.00	950.00
Come visit us at <a href="http://www.Pinnaclelandscapes.com">www.Pinnaclelandscapes.com</a> !!	<b>Total</b>		<b>\$950.00</b>

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

# Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

# Estimate

Date	Estimate #
11/4/2024	4750

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

Description	Qty	Cost	Total
Install field grown Bismarck palm with 10 ft of clear trunk on Macario cul-de-sac: The installation will include bracing and 2 bags of die-hard transplant fertilizer for transplanted on larger trees to encourage better root establishment.		4,800.00	4,800.00
Install 7 gallon Mammy Crotons to replace the ones that need removal for the stump grinder.	4	75.00	300.00
Install bubbler and extra water set up.		200.00	200.00
Mulch- Cocoa Brown	6	15.00	90.00
Come visit us at <a href="http://www.Pinnaclelandscapes.com!!">www.Pinnaclelandscapes.com!!</a>	<b>Total</b>		<b>\$5,390.00</b>

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

**Pinnacle Landscapes, Inc.**

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

**Estimate**

Date	Estimate #
11/4/2024	4751

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

Description	Qty	Cost	Total
Removal, disposal and stump grind dead Bismarck on Paseo Dr. North of Falisto south of 11301 Paseo Dr.		750.00	750.00
Come visit us at <a href="http://www.Pinnaclelandscapes.com!!">www.Pinnaclelandscapes.com!!</a>	<b>Total</b>		\$750.00

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

# Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

# Estimate

Date	Estimate #
11/4/2024	4752

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

Description	Qty	Cost	Total
Install field grown Bismarck palm with 10 ft of clear trunk on Paseo Dr. North of Falisto south of 11301 Paseo Dr The installation will include bracing and 2 bags of die-hard transplant fertilizer for transplanted on larger trees to encourage better root establishment. Install bubbler and extra water set up. Mulch- Cocoa Brown	4	4,800.00 175.00 15.00	4,800.00 175.00 60.00
Come visit us at <a href="http://www.Pinnaclelandscapes.com!!">www.Pinnaclelandscapes.com!!</a>	<b>Total</b>		<b>\$5,035.00</b>

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

**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, October 23, 2024 at 10:00 a.m.** at the Paseo Village Center, located at 11611 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</b>

Also present were:

Belinda Blandon	<b>Sr. District Manager, Rizzetta &amp; Company, Inc.</b>
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>
	<b>(via Teams)</b>
Frank Savage	<b>Barraco &amp; Associates, Inc.</b>
Evan Fay	<b>Pinnacle Landscapes</b>
Ted Galeano	<b>Pinnacle Landscapes</b>
Joe Green	<b>Pinnacle Landscapes</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

**Public Comment**

Mr. Cabell opened the floor to audience comments.

Mr. Russell addressed the Board regarding the CDD taking over the hog trapping efforts. He further spoke against the proposal for colored lights at the feature sign.

Mr. Pappas thanked the Board for consideration of picking up the hog trapping efforts; he spoke regarding the invasion around the slough perimeter.

48  
49 Mr. Brown spoke against the CDD taking over the hog trapping, stating that the  
50 trapping is not working but is teaching the hogs where to get food.

51  
52 **THIRD ORDER OF BUSINESS**

**Staff Reports**

53  
54 A. Landscape Inspection Services

55 Mr. Fowler advised that due to the two hurricanes to affect the area, his  
56 report is not available for the meeting although he will have it sent to the  
57 Board this afternoon. He further advised that for the December meeting the  
58 Board will have the October report, the November report, the Improvement  
59 Plan, and the draft RFP for Landscape and Irrigation Maintenance. Mr.  
60 Fowler reviewed his concerns related to declining Shady Lady's in zones 1  
61 through 3, two Bismarck Palms that were damaged in the hurricane, as well  
62 as the ornamentals along Paseo Drive.

63  
64 Mr. Cabell reviewed his concerns related to the ornamentals that need  
65 staked, clumps of grass being left behind that need to be dispersed, and  
66 Penzance west needing to be edged and weeded.

67  
68 Ms. Johnson advised that the Shady Lady's have wind damage from the  
69 hurricane, and she agrees to the ornamentals. She further asked Pinnacle  
70 Landscape if the tree rings had been expanded prior to the mulch  
71 installation as planned. Mr. Fay confirmed the project is underway.

72  
73 Ms. Johnson advised that regarding the proposals for the irrigation system  
74 additives, she is in favor of the rust inhibitor but not the wetting agent. She  
75 inquired with counsel as to the unintended benefit to individual homes using  
76 the rust inhibitor. Mr. Cohen advised that it not an issue. Discussion ensued  
77 regarding the proposals. Mr. Fay advised that the wetting agent is not  
78 needed although the Zoysia may benefit from it.

79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
On a Motion by Ms. Johnson, seconded by Mr. Gammon, with all in favor, the Board Approved the Pinnacle Landscapes Proposal for Rust Inhibitor Irrigation System Additive, for the Paseo Community Development District.

80  
81 C. Landscape Liaison

82 Ms. Johnson reviewed the proposals she has executed since the last  
83 meeting. She advised that she has marked the trees to be removed as part  
84 of the Phase 3B project. Ms. Johnson advised that the Board needs to  
85 consider replacements although she would prefer to wait until condo area  
86 construction is completed in order to avoid potential damage to the newly  
87 planted trees. She recommended having Pinnacle Landscape mark the  
88 locations of needed replacements in order to determine quantities but to  
89 place sod over the areas until the replanting is done. Ms. Johnson advised

90 that the Board would need to discuss replacement tree types as she is not  
91 a fan of all Foxtail palms. The Board concurred.

92  
93 D. Condo Assoc. Liaison

94 Mr. Noy advised that he met with Mr. David Campbell and there are no  
95 current issues; he advised that Mr. Campbell is aware of the storm drain  
96 policy as well as the fluid spills.

97  
98 Mr. Cabell recommended cleaning the parking cut outs now that Phase 1  
99 construction is wrapping up. Mr. Shimer recommended waiting until Phase  
100 1 is done. Ms. Johnson concurred and advised that Phase 1 should be  
101 completed in January or February.

102  
103 Ms. Johnson asked that Mr. Noy reiterate to Mr. Campbell that the vendors  
104 need to consolidate as much as possible. Mr. Shimer advised that there is  
105 a fine line between Phase 1 and Phase 2 and there is a possibility that  
106 storage for Phase 2 will be in Phase 1. Mr. Noy advised that the Condo  
107 Association is looking to hire a Project Manager for Phase 2 to assist in  
108 coordination.

109  
110 E. Master Assoc. Liaison

111 Ms. Johnson advised that she had no report.

112  
113 F. Chairman

114 Mr. Cabell reviewed his report as emailed to the Board. He recommended  
115 that Mr. Gammon have access to the FL Class. Mr. Cohen reviewed the  
116 current resolution which identifies the Chair and Vice Chair in the absence  
117 of the Chair for an extended period of time. He advised that Mr. Gammon  
118 can be provided access though it would require an updated resolution. Mr.  
119 Cabell recommended that all Supervisors have read access. Ms. Blandon  
120 advised that only one person can have access credentials. Mr. Cabell  
121 advised that he would discuss with Mr. Brizendine.

122  
123 G. District Engineer

124 Ms. Blandon advised that the berm exhibit is contained within the agenda  
125 package, she recommended directing the District Engineer to prepare a  
126 scope for the berm repairs. Mr. Savage advised that no areas require  
127 immediate work though sooner is better. Mr. Cabell asked that the District  
128 Engineer provide a priority list along with the scope.

129  
130 Ms. Blandon advised that the fluid spill exhibit needs to be updated to  
131 include quantities so that the repair work can be bid. Mr. Savage advised  
132 that his team has been working on such an exhibit and he will forward upon  
133 completion. Mr. Noy asked about the life expectancy of the roadway versus  
134 the spill damage.

135



136 Mr. Cabell inquired as to the proposal for the Paseo Drive resurfacing. Mr.  
137 Savage advised that he would follow up on the proposals requested.

138  
139 Mr. Cohen inquired as to Board direction related to the CDD assets on non  
140 CDD property. The Board asked that Counsel move forward with license  
141 agreements.

142  
143 H. District Counsel

144 Mr. Cohen advised that an additional letter was received related to the  
145 purchase of tract E1, to change the entity name. He reviewed the history of  
146 the potential sale of the land. Mr. Cabell inquired as to legal obligations and  
147 asked if the Board should entertain the letter or place it on hold. Mr. Cohen  
148 advised that he does not recommend moving forward with the sale to the  
149 Master Association until the litigation has concluded. Mr. Noy suggested  
150 rejecting the letter received. Ms. Johnson suggested taking the letter into  
151 consideration and allow Mr. Brown to speak on behalf of Paseo Community  
152 Land Holdings as the Master may not move forward even if they win the  
153 suit. Mr. Brown spoke on the purpose of the sale/purchase to benefit the  
154 community. He recommended tabling the letter. Mr. Shimer spoke  
155 regarding concerns with the perpetuity language contained within the offer  
156 letter. Mr. Brown advised that the perpetuity language to leave the land in  
157 conjunction with nature. Ms. Johnson reminded the Board of concerns  
158 related to the drainage structure and recommended tabling the letter and  
159 not closing the door on the discussion. Mr. Noy reminded the Board to be  
160 careful not to mix its role with the role of the Master Association as the  
161 CDD's role is not to second guess the Master Association's actions. Ms.  
162 Johnson stated that she disagrees.

163  
On a Motion by Mr. Noy, seconded by Mr. Cabell, with four in favor and one opposed, the Board Rejected the Offer from Paseo Community Land Holdings and Instructed Counsel to Complete the Transaction with the Master Association without Delay, Subject to Completion of Litigation, for the Paseo Community Development District.

164  
165 I. District Manager  
166 Ms. Bandon advised that prior to her report, she would like to give "kudos"  
167 to Mr. Siciliano for his storm preparation and storm clean up, she advised  
168 that he is an asset to the team. Mr. Noy suggested that the Chairman write  
169 a letter to Mr. Siciliano on behalf of the Board.

170  
171 Ms. Bandon advised that the Board finished the fiscal year under budget  
172 and recommended moving funds from the general fund to the reserve fund.

173  
On a Motion by Mr. Gammon, seconded by Ms. Johnson, with all in favor, the Board Directed Staff to Move \$250,000 from the General Fund to the FL Class Reserve Fund, for the Paseo Community Development District.

174  
175  
176  
177  
178  
179  
180

Ms. Bandon advised that no budget amendment is needed.

Ms. Bandon advised that currently the District banks with Truist; she advised that First Service Financial can provide a higher interest rate and she recommended moving the District's operating funds to First United.

On a Motion by Mr. Gammon, seconded by Mr. Shimer, with all in favor, the Board Directed Staff to Move the Operating Funds from Truist to First United, for the Paseo Community Development District.

181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192

Ms. Johnson advised that she would like to give accolades to Ms. Bandon and Ms. Hardwick as well.

**FOURTH ORDER OF BUSINESS**

**Consideration of Draft Stormwater Inlet Policy/Procedures**

Ms. Bandon presented the updated draft of the Stormwater Inlet Policy/Procedures and asked if there were any questions. Ms. Johnson inquired as to consequences. Mr. Cohen clarified that the District does not have a lot of "teeth" but it does provide a document that can be distributed to assist with the protection of the stormwater system.

On a Motion by Ms. Johnson, seconded by Mr. Noy, with all in favor, the Board Approved the Stormwater Inlet Policy/Procedures, and Directed Staff to Distribute, for the Paseo Community Development District.

193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211

**FIFTH ORDER OF BUSINESS**

**Review and Discussion Regarding District Consideration of Hog Trapping Throughout Entire Community**

Ms. Bandon reviewed the email received that requests that the CDD take full financial responsibility for hog trapping. Mr. Cohen clarified that generally, there is no liability for animals that exist in nature. Ms. Johnson inquired as to incidental benefit to private property. Mr. Cohen advised that if the damage is only on private property, then he would not recommend that the District fully fund the trapping but if there is damage to CDD property then he would be okay. Mr. Cabell advised that given the history, he is in favor of the District fully funding the hog trapping. Ms. Johnson advised that the Condos do not receive any benefit from the hog trapping, and she is opposed to the District fully funding the hog trapping. Mr. Shimer stated it is time for the CDD to step up. Mr. Cabell advised that the hogs are impacting the Condo owners' safety. Ms. Bandon cautioned the Board regarding the perception of trapping versus responsibility for repairs as most of the damages occur on private property. Ms. Johnson advised that the CDD's role would need to be determined. Mr. Noy made a motion for the responsibility for hog trapping to be borne by the CDD, subject to obtaining bids from three to four vendors, including licenses and backgrounds. Mr

212 Gammon seconded the motion. After discussion, Mr. Noy rescinded his motion. The Board  
213 directed Staff to obtain bids for hog trapping.

214  
215 **SIXTH ORDER OF BUSINESS** **Discussion Regarding Tree Removals**  
216

217 Mr. Cabell reviewed the eleven additional trees that are provided in the agenda  
218 package and advised that one more has been located. Ms. Johnson reviewed the scope  
219 of the permit that allows the removals and asked Mr. Cohen to review the permit and  
220 provide his legal opinion. After Board discussion, Ms. Johnson advised that she would  
221 work on maps for an additional phase of tree removals.

222  
223 **SEVENTH ORDER OF BUSINESS** **Consideration of Superior Waterway**  
224 **Proposal for Color Changing Lights at**  
225 **the Corner Feature Sign**  
226

227 Ms. Blandon advised that the two feature signs are being painted tomorrow and  
228 she wanted to provide the Board with a proposal for color changing lights for the main  
229 corner feature sign. After discussion, the Board stated they do not want color changing  
230 lights on the sign.

231  
232 **EIGHTH ORDER OF BUSINESS** **Consideration of the Minutes of the**  
233 **Board of Supervisors Meeting held on**  
234 **September 25, 2024**  
235

236 Ms. Blandon presented the Minutes of the Board of Supervisors meeting held on  
237 September 25, 2024 and asked if there were any questions, comments, and/or changes.  
238 There were none.  
239

On a Motion by Mr. Shimer, seconded by Ms. Johnson, with all in favor, the Board Approved the Minutes of the Board of Supervisors Meeting held on September 25, 2024, for the Paseo Community Development District.

240  
241 **NINTH ORDER OF BUSINESS** **Ratification of the Operations and**  
242 **Maintenance Expenditures for the**  
243 **Month of September 2024**  
244

245 Ms. Blandon advised that the Operations and Maintenance expenditures for the  
246 period of September 1-30, 2024 totaled \$247,480.55 and asked if there were any questions.  
247 There were none.  
248

On a Motion by Mr. Gammon, seconded by Mr. Cabell, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Month of September 2024, totaling \$247,480.55, for the Paseo Community Development District.

249

250 **TENTH ORDER OF BUSINESS**

**Supervisor Requests**

251  
252 Ms. Blandon opened the floor to Supervisor requests.

253  
254 Mr. Shimer spoke regarding a car receiving a mobile detail on Bibiana Way.  
255 Discussion ensued. Mr. Cohen suggested letting the resident know that this type of work  
256 needs to be done in their driveway and providing the detailers information to Staff so that  
257 Staff may contact the company to let them know that mobile detailing is not to occur on  
258 District roadways.

259  
260 Mr. Noy asked that Staff obtain a Zoom account to use for remote meeting  
261 attendance rather than Teams. Ms. Blandon advised that she would look into a Zoom  
262 account.

263  
264 **ELEVENTH ORDER OF BUSINESS**

**Adjournment**

265  
266 Ms. Blandon advised there was no further business to come before the Board and  
267 asked for a motion to adjourn the meeting.

268  

On a Motion by Mr. Shimer, seconded by Mr. Cabell, with all in favor, the Board adjourned the meeting at 12:15 p.m., for the Paseo Community Development District.
--

269  
270  
271  
272  
273 \_\_\_\_\_  
Secretary/Assistant Secretary

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

# Tab 12

# PASEO COMMUNITY DEVELOPMENT DISTRICT

---

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

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

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

The total items being presented:    **\$146,496.00**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

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

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

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barraco and Associates, Inc.	100894	28670	Engineering Services 09/24	\$ 3,232.50
CenturyLink	20241008-1	311416420 09/24 Autopay	Telephone Services 09/24	\$ 554.99
City of Fort Myers	20241016-1	1-015317-00 ACH 09/24	Compactor 11604 Paseo Grande Blvd 09/24	\$ 3,645.97
CounterStrike Security & Sound, Inc.	100895	5799-1	Conduit Installation-LPR Cameras 07/24	\$ 2,385.16
CounterStrike Security & Sound, Inc.	100895	5799-2	Conduit Installation-Additional Hrs 10/24	\$ 525.00
Crystal Clean Repairs, LLC	100886	N7232	Cleaning Services 10/24	\$ 1,017.41
Curbking Construction Corp, Inc	100881	11202	Mobilization & Paver Reset 09/24	\$ 8,300.00
Curbking Construction Corp, Inc	100881	11205	Mobilization & Paver Reset 09/24	\$ 3,500.00
David W Cabell	20241030-4	DC102324	Board of Supervisors Meeting 10/23/24	\$ 200.00
Debra Johnson	100903	102424 Johnson	Reimbursement for Ethics Training 10/24	\$ 79.00
Debra Johnson	20241030-3	DJ102324	Board of Supervisors Meeting 10/23/24	\$ 200.00
Florida Department of Commerce	20241024-1	90851 ACH	Special District Fee for FY 24-25	\$ 175.00

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	20241017-1	46-8015667667-8 09/24 ACH	Sales Tax 09/24	\$ 99.29
Florida Power & Light Company	20241011-1	FPL Summary 09/24 ACH 300	FPL Summary 09/24	\$ 10,878.54
Florida Power & Light Company	20241021-1	28467-91263 09/24 ACH	11170 Paseo Dr. #SL 09/24	\$ 41.83
Florida Power & Light Company	20241021-1	76250-95372 09/24 ACH	11047 Esteban Dr. #FNTN 09/24	\$ 537.82
Greatview Lawncare, LLC	100875	18198	Flush Cut Oak Tree 08/24	\$ 1,450.00
Hotwire Communications, LTD	20241016-2	30210660 10/24 ACH	Internet Services 10/24	\$ 229.99
Ian Y Noy	20241030-2	IN102324	Board of Supervisors Meeting 10/23/24	\$ 200.00
Johnson Engineering, LLC	100876	20097877-024 9	WUP Compliance Monitoring 09/24	\$ 882.00
Kent Gammon	20241030-1	KG102324	Board of Supervisors Meeting 10/23/24	\$ 200.00
New IQ, LLC	100896	43127	Gate Repairs 10/24	\$ 195.00
Persson, Cohen & Mooney, P.A.	100887	5424	Legal Services 09/24	\$ 78.50
Persson, Cohen & Mooney, P.A.	100887	5425	Legal Services 09/24	\$ 1,334.50
Pinnacle Landscapes, Inc.	100877	16595	Plant Replacement 09/24	\$ 450.00



# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pinnacle Landscapes, Inc.	100888	16626	General Monthly Maintenance 09/24	\$ 26,836.25
Pinnacle Landscapes, Inc.	100888	16649	Irrigation Repair 09/24	\$ 1,601.50
Pinnacle Landscapes, Inc.	100893	16650	Hurricane Helene Prep 09/25/24	\$ 4,454.00
Pinnacle Landscapes, Inc.	100893	16666	Landscape Replacement 10/24	\$ 195.00
Pinnacle Landscapes, Inc.	100897	16677	Irrigation Repairs 10/24	\$ 400.00
Pinnacle Landscapes, Inc.	100904	16731	Hurrican Milton Cleanup 10/24	\$ 7,814.00
Pinnacle Landscapes, Inc.	100904	16735	Hurricane Milton Cleanup 10/24	\$ 4,454.00
Pinnacle Pest Management Services, Inc.	100889	8997	Pest Control 09/24	\$ 72.00
Rizzetta & Company, Inc.	100873	INV0000093658	Personnel Reimbursement 09/24	\$ 2,901.98
Rizzetta & Company, Inc.	100874	INV0000093690	District Management Fees 10/24	\$ 12,624.92
Rizzetta & Company, Inc.	100884	INV0000093803	Dissemination Services 10/24	\$ 416.67
Rizzetta & Company, Inc.	100885	INV0000093880	Assessment Roll 10/24	\$ 5,793.00

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100891	INV0000093965	Amenity Management & Oversight and Personnel Reimbursement 10/24	\$ 3,725.42
Rizzetta & Company, Inc.	100892	INV0000094038	Cell Phone 09/24	\$ 50.00
Rizzetta & Company, Inc.	100902	INV0000094476	Personnel Reimbursement 10/24	\$ 2,543.80
Robert C Shimer	100905	RS102324	Board of Supervisors Meeting 10/23/24	\$ 200.00
Solitude Lake Management, LLC	100901	PSI111301	Monthly Maintenance 10/24	\$ 2,367.87
Spectrum Nightscapes, LLC	100878	132	Repair Damaged Pathlights 09/24	\$ 750.00
Spectrum Nightscapes, LLC	100878	133	Troubleshoot Power Issues 09/24	\$ 554.00
Spectrum Nightscapes, LLC	100878	134	Transformer Pathway 09/24	\$ 4,118.28
Spectrum Nightscapes, LLC	100898	137	Transformer Pathway 10/24	\$ 625.00
Suntech Electrical Contractors, Inc.	100882	5484-98	Lighting Repair 09/24	\$ 919.97
Suntech Electrical Contractors, Inc.	100882	5484-99	Lighting Repair 09/24	\$ 512.00
Suntech Electrical Contractors, Inc.	100906	5484-100	Lighting Repair 10/24	\$ 1,057.50

# Paseo Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TEM Systems, Inc.	100883	i8940	Subscription Renewal 11/01/24-1/31/25	\$ 5,145.00
TEM Systems, Inc.	100907	i8108	Thermal Receipt Paper 10/24	\$ 270.00
Tim Amann Pressure Cleaning	100879	092524 Amann	Pressure Washing Services 09/24	\$ 50.00
Tower Compactor Rentals, LLC	100872	Rental-24-20046	Trash Compactor 10/24	\$ 333.90
Tower Compactor Rentals, LLC	100899	PT-24-01254	Service Call 09/24	\$ 435.00
Weiser Security Services, Inc	100880	1181009	Guard Weekly Billing 09/06/24-09/12/24	\$ 2,555.44
Weiser Security Services, Inc	100890	1181890	Guard Weekly Billing 09/13/24-09/19/24	\$ 2,555.44
Weiser Security Services, Inc	100890	1182368	Guard Weekly Billing 09/20/24-09/26/24	\$ 2,555.44
Weiser Security Services, Inc	100900	1183554	Guard Weekly Billing 09/27/24-10/03/24	\$ 2,555.44
Weiser Security Services, Inc	100900	1184875	Guard Weekly Billing 10/04/24-10/10/24	\$ 2,105.24
Weiser Security Services, Inc	100908	1185637	Guard Weekly Billing 10/11/24-10/17/24	\$ <u>2,555.44</u>
<b>Report Total</b>				<b>\$ <u>146,496.00</u></b>