



Rizzetta & Company

Paseo Community Development District

**Board of Supervisors' Meeting
January 22, 2025**

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

www.paseocdd.org

PASEO COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors	Dave Cabell Debra Johnson Kent Gammon R. Chris Shimer Ian Noy	Chairman Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Andrew Cohen	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
District Engineer	Carl Barraco	Barraco and Associates, Inc.

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

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

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

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

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

January 17, 2025

Board of Supervisors
**Paseo Community
Development District**

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Paseo Community Development District will be held on **Wednesday, January 22, 2025, immediately following the conclusion of the Audit Committee Meeting scheduled to begin at 10:00 a.m.** at the Paseo Village Center Theater, 11611 Paseo Grande Boulevard, Fort Myers, FL 33912. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. STAFF REPORTS**
 - A. Landscape Inspection Services
Review of January 2025 Landscape Inspection Report..... Tab 1
 - B. Landscape Liaison
 - C. Condo Assoc. Liaison
 - D. Master Assoc. Liaison
 - E. Chairman
 - F. District Engineer Tab 2
 1. Review of Updated Condo Area Fluid Spill Exhibit
(Under Separate Cover)
 - 2. Consideration of Proposals Received for Repaving
Paseo Drive, Southbound Lane, South of Bridge ... Tab 3**
 - G. District Counsel
 - H. District Manager Tab 4
- 4. BUSINESS ITEMS**
 - A. Consideration of Audit Committee Recommendation
 - B. Discussion Regarding Hog Wild Bokeelia Insurance..... Tab 5
 - C. Consideration of Pinnacle Landscapes Proposal for
Grub Prevention Treatment Tab 6
 - D. Consideration of Johnson Engineering Proposal for
2024-2025 WUP Compliance Monitoring Tab 7
 - E. Consideration of Proposals Received in Response to
the RFP for Tree Removals Phase 4..... Tab 8
 1. AmeriScape
 2. Greatview Lawn Care
 3. Joshua Tree
 - F. Consideration of Spectrum Nightscapes Proposals Tab 9
 1. Entrance Palm Lighting
 2. Lighting at Main Lake Walkway Along Herminia

- G. Consideration of Earth Tech Environmental Proposals Tab 10
 - 1. 2025 Preserve Maintenance Renewal
 - 2. 2025 Native Vegetation Trimming and Removal
- 5. BUSINESS ADMINISTRATION**
- A. Consideration of the Minutes of the Board of Supervisors’ Meeting held on December 4, 2024..... Tab 11
- B. Ratification of the Operations and Maintenance Expenditures for the Months of November and December 2024..... Tab 12
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (239) 936-0913.

Sincerely,

Belinda Blandon

Belinda Blandon
District Manager

cc: Andrew Cohen: Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

Tab 1

PASEO

LANDSCAPE INSPECTION REPORT



January 13th, 2025
Rizzetta & Company
John Fowler– Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary & Zone 1

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

- Few areas of turf need attention throughout the district.
- What is the fertilizer schedule for the new year to the start of the Nitrogen ban?

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. Schedule a pruning event for the Pitch Apple around the pumps on Penzance East of the Condos.
2. Noting a couple ant mounds in the beds on Penzance from the East end to Paseo Grande Blvd. Once a bed is no longer active, smooth mound to surrounding grade.
3. Diagnose and treat a declining Pygmy Date Palm on Penzance Blvd. East of the monument for the bicycle path.
4. Diagnose and treat a couple declining Croton on Penzance Blvd. between Paseo Grande Blvd. and Flintlock Ln.
5. Remove a few small dead hanging branches in the Ligustrum trees on Penzance Blvd. from Paseo Grande Blvd. to the Westend of the district.
6. Noting Pinnacle had done a good job establishing a defined bed edge on Penzance Blvd. West of Paseo Grande Blvd. Just need to have the dead weeds brought down or removed. (Pic. 6)
7. Remove a couple dead fronds and the fruiting structures in the palms on Penzance West of Paseo Grande Blvd.



Zone 1

- 8. Treat the sedge in the turf on the median of Paseo Grande Blvd. from Penzance Blvd. to the guard gate.
- 9. Need to repair the annual bed where a vehicle ran over the median dividing the guests and residents at the guard gate of Paseo Grande Blvd. (Pic. 9)



- 10. Need to replace valve lids that have been hit on the corner of Herminia St. and Paseo Grande Blvd. East intersection.
- 11. Repair ruts at the East roundabout on Paseo Grande Blvd.
- 12. Diagnose and treat turf at the East roundabout of Paseo Grande Blvd.
- 13. Diagnose and treat a small area of declining turf located between the Northeast gazebo and light pole #107.
- 14. Remove a couple dead hanging fronds in the Coconut Palms on entrance intersection of Paseo Grande Blvd. and Paseo Dr.
- 15. Diagnose and treat a couple declining Petra Croton on the East corner of Paseo Dr. and Paseo Grande Blvd. intersection. (Pic. 15>)
- 16. Remove a dead shrub by the electrical box on Paseo Grande Blvd. just West of Paseo Dr. intersection.

- 17. Treat a couple small areas of sedge in the turf on Paseo Grande Blvd. One example is by light pole #68.
- 18. Treat ant mound in the bed by light pole #71 on Paseo Grande Blvd.
- 19. Diagnose and treat the declining Maui Ixora on the West roundabout on Paseo Grande Blvd. Remove any dead or diseased material.
- 20. Diagnose and treat declining turf at the West roundabout of Paseo Grande Blvd. that appears to have fungus.

21. Diagnose and treat declining Zoysia on the corner of Herminia St. and Paseo Grande Blvd. on the East side. It may need new sod to fill in the area. (Pic. 21)



Zone 2

1. Investigate standing water where there may be a broken bubbler in a Shady Lady tree ring bed on Bibiana Way by light pole #115.
2. Need to improve the turf on Bibiana Way by light pole #131.
3. Diagnose and treat small area of declining turf on the West side of Bibiana Way and Emilia St. intersection.
4. Remove dead fronds on a newly installed Foxtail Palm on the corner intersection of Algeria and Bibiana Way. (Pic. 4)
10. Raise the Oak canopy that is touching the new sign of Adoncia Way and Tulio Way.
11. Treat the grassy weeds in the Foxtail palm tree rings on Tulio Way across the street from light pole #236.
12. Diagnose and treat declining turf by light pole #228 on Olinda Way. Not showing signs of improvement.
13. Noting an unhealthy looking Foxtail on Herminia St.



5. Smooth out an inactive ant mound at light pole #181 on Delica St. to the surrounding grade.
6. Diagnose and treat declining turf at light pole #205 on Esperanza St.
7. Continuing to note the poor turf on Emilia St. between the sidewalk and the road. What can be done to improve this area? (Pic. 7>)
8. Noting new turf has been installed on Adoncia Way and looks like it's establishing nicely.
9. Diagnose and treat a small area of declining turf on the corner intersection of Olinda Way and Adoncia Way.



Zone 3

1. Diagnose and treat declining turf on Palba Way just South of the mailbox kiosk.
2. Treat broadleaf turf weeds on the Southend of Palba Way by the aluminum fence shared with Penzance Blvd.
3. Diagnose and treat a small area of declining turf on Izarra Way across the Street from Melosia St. This area has not improved since last inspection.
4. Diagnose and treat a small area of declining turf on the corner intersection of Izarra Way and Herminia St.
5. Treat broadleaf turf weeds on Izarra Way across the street from Olinda Way. One example is by light pole #293. (Pic. 5)
10. Treat broadleaf turf weeds on Javiera by light pole #273.
11. Treat an ant mound on the corner intersection of Javiera Way and Kemena St.



6. Treat broadleaf turf weeds on the corner intersection of Paseo Grande Blvd. and Izarra Way.
7. Diagnose and treat declining turf at light pole #24 on Nalda St.
8. Check the irrigation where it appears to show drought stress on the corner of Javiera St. and Nalda St. by the lift station.
9. Diagnose and treat declining turf at the corner intersection of Nalda St. and Melosia St. intersection.



Zone 4

1. Remove dead stalks in the Red Ti plants behind the monument of Provencia.
2. Diagnose and treat the turf at the Provencia monument. (Pic. 2)



3. Treat large ant mound at the Rosalinda monument. Once the mound is no longer active, smooth out to the surrounding grade. (Pic. 3)



4. Remove fruiting structures in the palms at the Rosalinda Ct. roundabout.
5. Remove fruiting structures in the palms at the Sarita Ct. roundabout.
6. Remove Mexican Petunia growing up in the Petit Ixora at the Mercado Ct. roundabout.



Zone 5

1. Remove dead hanging fronds in the Coconut palms South of the bridge on Paseo Dr.
2. Diagnose and treat the declining Copperleaf just South of the bridge on Paseo Dr. on the Westside. (Pic. 2)



3. Diagnose and treat a couple declining Croton just North of the bridge on Paseo Dr. on the East side.
4. Clean out the dead material at the base of the Bromeliads on Paseo Dr. across the street from Adelio Ln. (Pic. 4)



5. Remove dead fronds in the Coconut palms on Paseo Dr. across the street from Dario Way intersection.
6. There is a rut that needs to be repaired at the lift station on Paseo Dr. by Esteban Dr.

7. Treat sedge in turf on Paseo Dr. by light pole #356.
8. Diagnose and treat a couple declining Gold Mound on Paseo Dr. between Hidalgo Ct. and Falisto Pl.
9. Dead hanging Coconut palm fronds on Paseo Dr. across the street from Falisto Pl.
10. There is a Jatropha Standard that has a stake by it with not supporting straps on Paseo Dr. across the street from Falisto Pl. (Pic. 10)



11. There are two dead shrubs that should be removed at the end of the CDD ROW on Paseo Dr. between Falisto Pl. and Renata Ct.



Zone 6

1. Treat weed in tree ring beds on Dario Way ROW. (Pic. 1)



2. New sod has been installed at Dario Way roundabout, but the turf appears very dry. Check the irrigation for time and coverage. (Pic. 2)



Zone 7

1. Treat ant mound at Esteban Dr. North roundabout. (Pic. 1)



2. Treat broadleaf turf weeds at Esteban Dr. North roundabout.
3. Treat ant mound in the bed of Macario Ct. roundabout.
4. Noting the Bismark has been removed at Macario Ct. roundabout.
5. Diagnose and treat declining turf at Esteban Dr. South roundabout.



Zone 8

1. Treat ant mound in bed at Hildalgo Ct. roundabout.
2. Remove dead fruiting structures out of the Bird of Paradise at Falisto Pl. roundabout.
3. Treat weeds in the bed at the roundabout of Falisto Pl.



Tab 2

MEMORANDUM

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

FROM: Frank Savage

COMPANY: Rizzetta and Company ("District
Management")

DATE: January 15, 2025

COPY TO: Kari Hardwick, Amber Spradley

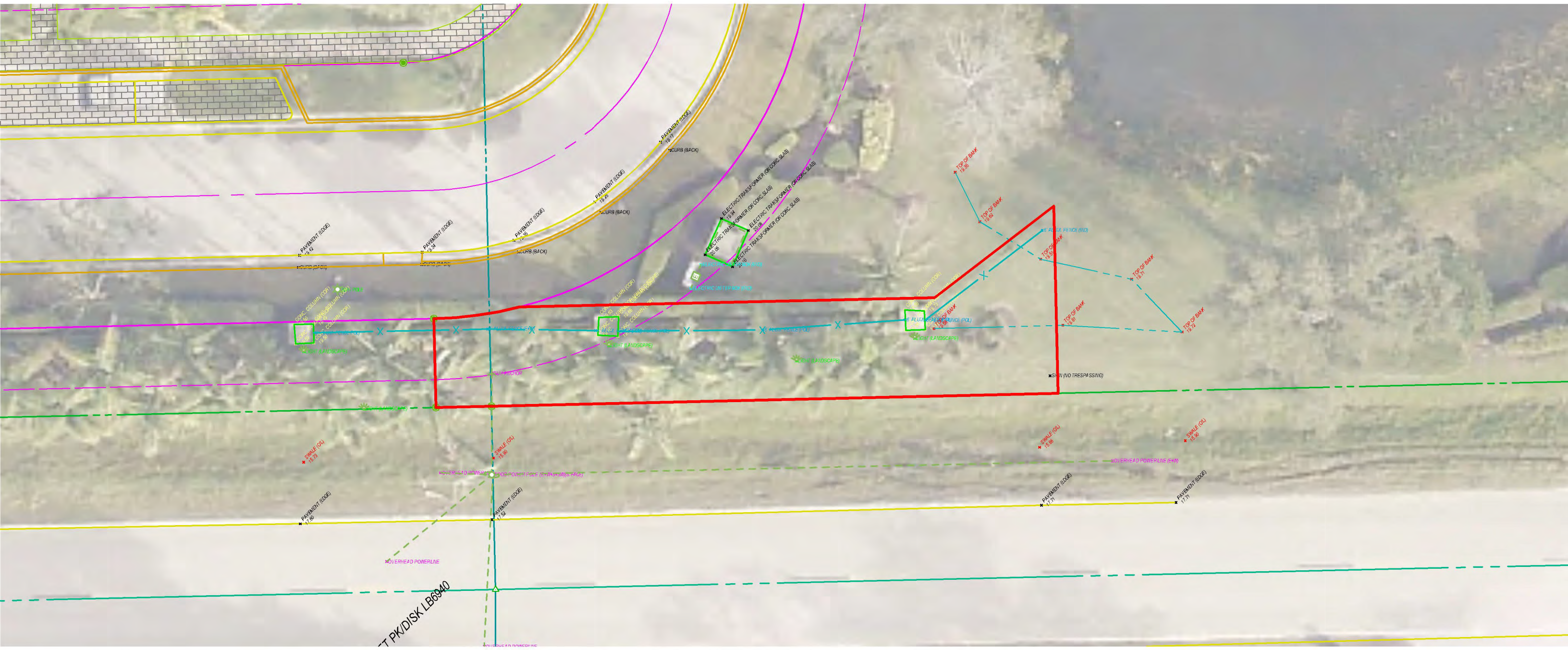
PROJECT NUMBER: 22168

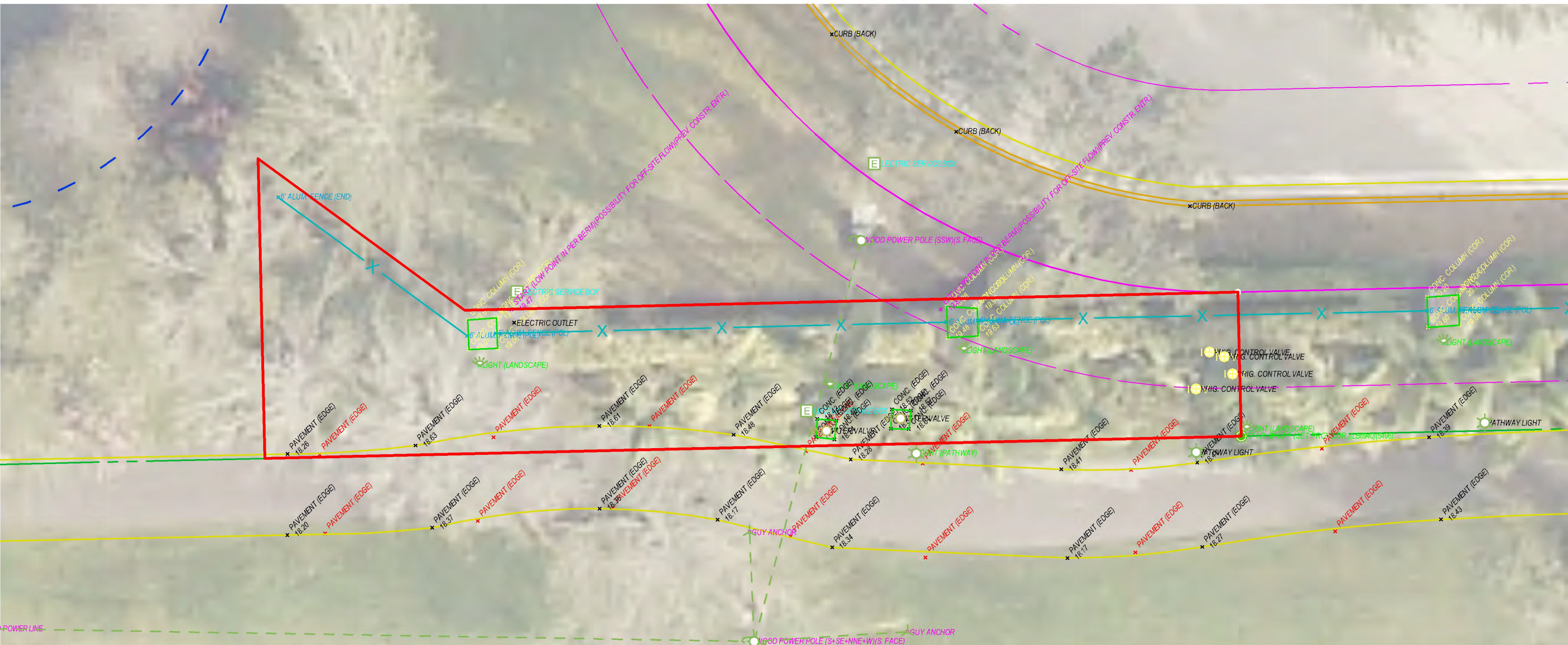
RE: Engineer's Staff Report – Board of Supervisors ("BOS") Meeting – January 22, 2025

For the Paseo CDD BOS meeting scheduled for January 22, 2025, Barraco and Associates, Inc. ("District Engineer") offers the following updates under 3F. Staff Reports:

- Proposals were requested from contractors (Russ Berner Construction, McShea Contracting, PMI Pavement Maintenance) for consideration by the BOS for milling and resurfacing of portions of Paseo Drive, as well as striping needs throughout the District, as identified and provided by District Management. Russ Berner Construction has failed to produce a proposal for the requested work as of the date of this memorandum, however McShea Contracting and PMI Pavement Maintenance have furnished proposals, which are enclosed for reference and consideration. Note the McShea proposal is limited to the striping needs only and does not address the resurfacing options for Paseo Drive. District Engineer staff will be prepared for discussion of this topic and to make recommendations during the upcoming BOS meeting.
- During recent BOS meetings, the District has engaged in ongoing efforts to determine any easement needs over those hardscaping improvements currently and/or intended to be maintained by the District falling on real property owned by others. Accordingly, the District Engineer was directed by the BOS at the December 2024 meeting to create exhibits intended to support the ongoing coordination efforts between the District and the various entities owning the real properties which contain District hardscaping. The exhibits are complete and were provided to District Management between meetings; these exhibits are enclosed herein for reference only. No further action is currently being taken by District Engineer staff on this task. In the event these anticipated and/or ongoing coordination efforts progress to the point where these easements are being finalized, District Engineer staff anticipates preparation of legal descriptions and sketches to describe and depict the easement limits.
- Ongoing Task – as requested by the BOS at the December 2024 meeting, the District Engineer is coordinating with Crocker Land Development and District Management to develop a phased approach to the anticipated berm/swale repairs for the approximately 7,500 linear feet of previously identified ill-defined berm/swale. This work is ongoing and will be provided to the District upon completion for board consideration at the February BOS meeting.

- Ongoing Task – following the December BOS meeting, a subsequent virtual meeting was held on December 20th involving staff from District Management (Kari Hardwick, Belinda Blanton), District Engineer (Doug Tarn), and Supervisor Cabal as the board liaison on the ongoing discussion to identify and quantify the roadway impacts of various fluid spills. Doug concurred that it is likely that not all areas identified on the prior Fluid Spill Exhibit will need repair, so District Engineer staff was directed to perform an onsite re-inspection of those roadways impacted by the fluid spills to determine areas that need to be repaired. An initial re-inspection of these areas has occurred, and these inspection results are currently being finalized. The District Engineer will then update the Fluid Spill Exhibit based and present a methodology for prorating the costs associated with any anticipated repairs, with the intent that the same methodology shall be used in the future. This work is ongoing and will be provided to the District upon completion for board consideration at the February BOS meeting.
- In addition to those items outlined above herein, additional services requested and performed between meetings include:
 - field verification of current roadway conditions;
 - investigation into a reported fire line break on January 10, 2025.









*BRICK PAVEMENT WALK @ CURB (BACK)

*BRICK PAVEMENT WALK @ CURB (BACK)

*PAVERS SETTLING (30X30 @ 1/4\"/>

*FACE OF WALK

*BACK OF WALK

*FACE OF WALK (CONTINUES)

*BACK OF WALK

*BACK OF WALK (PI)

*BRICK PAVEMENT WALK @ CURB (BEFORE WALK (PI))

*BACK OF WALK (PI)

*BRICK PAVEMENT WALK @ CURB (BEFORE WALK (PI))

*PAVERS SEPARATING (END)

*FACE OF WALK

*BACK OF WALK

*PAVERS SEPARATING (START 20\"/>

*FACE OF WALK

*BACK OF WALK

*END (@ PIER FEATURE)(2)

Tab 3



1640 Benchmark Avenue, Fort Myers, FL 33905 Ph: 239-334-6760 Fax: 239-334-6553 Website: <http://pmioffortmyers.com>

Proposal & Contract

December 20, 2024

Pavement Maintenance, LLC., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction of improvement at the: **PASEO DRIVE**

Description of Work and Price:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
	Mobilization	1	LS	\$ 500.00	\$ 500.00
	MOT	1	LS	\$ 1,700.00	\$ 1,700.00
	Striping				
	Re-stripe Stop Bars	30	EA	\$ 65.00	\$ 1,950.00
	Re-stripe Crosswalks	37	EA	\$ 250.00	\$ 9,250.00
	Milling & Paving				
	<u>Option 1</u>				
	Mill & Overlay 1.5" Type S-III Asphalt	1,649	SF	\$ 10.00	\$ 16,490.00
	<u>Option 2</u>				
	Mill & Overlay 1.5" Type S-III Asphalt	7,365	SF	\$ 4.00	\$ 29,460.00
TOTAL Option 1					\$ 29,890.00
TOTAL Option 2					\$ 42,860.00

Notes:

Unit price above are based on normal working hours and does not include working at night.
 Not responsible for private utilities not located by the respective owner.

Exclusions:

- Survey & Layout
- Certified As-Builts
- Sod / Landscaping
- Clean or Removal of Any Rocks or Debris Left By Other Trades
- Replacement of Broken Curb
- Permit

Any alteration or deviation from above specifications involving extra cost, will be executed upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and public liability Insurance on the above work to be taken out by:

Pavement Maintenance, LLC.

Note: This proposal may be withdrawn by us if not accepted within 30 days.
 Terms 30 days.

Approved By:

Pavement Maintenance, LLC.

Juan Gomez

December 20, 2024

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Name & Tittle

Company Name & Address

Signature

Date: _____



Date: 01/08/2025

Paseo Drive
Paseo CDD
January 8, 2025

LOCATION: Lee County

LINE #	ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
		Price For Paint				
		Paint, Std, White, Solid, 6"	1	LS	5,771.00	\$ 5,771.00
		Paint, Std, White, Solid, 12" (For Crosswalk)	254	LF		
		Paint, Std, White, Solid, 24" (For Stop Bar)	1730	LF		
		Paint, Std, White, Solid, Left Turn Arrow	360	LF		
		Paint, Std, White, Solid, Right Turn Arrow	2	EA		
			2	EA		
		Price For Thermoplastic				
		Thermoplastic, Std, White, Solid, 6"	1	LS	9,470.00	\$ 9,470.00
		Thermoplastic, Std, White, Solid, 12" (For Crosswalk)	254	LF		
		Thermoplastic, Std, White, Solid, 24" (For Stop Bar)	1730	LF		
		Thermoplastic, Std, White, Solid, Left Turn Arrow	360	LF		
		Thermoplastic, Std, White, Solid, Right Turn Arrow	2	EA		
			2	EA		
TOTAL						\$ 15,241.00

NOTES

- A) ALL NOTES ARE REQUIRED TO BE INCLUDED IN ANY SUBCONTRACT MCSHEA AGREES UPON. SUCH NOTES WILL TAKE PRECEDENCE OVER CONFLICTING LANGUAGE IN THE SUBCONTRACT AND PLEASE NOTE PROPOSAL IS VALID FOR 90 DAYS FROM DATE LISTED ABOVE.
- B) QUOTE INCLUDES 2 CREW SHIFTS/DAYS FOR EITHER OPTION LISTED ABOVE. ANY ADDITIONAL SHIFTS REQUIRED FOR EITHER OPTION ADD \$2500.00 PER DAY TO THE ABOVE QUOTED PRICE.
- C) WHILE MCSHEA WILL TAKE PRECAUTIONS TO PREVENT ANY PAVEMENT MARKING ERRORS, THE REALITY IS THAT SOMETIMES MISTAKES WILL HAPPEN. THIS HAS NEVER BEEN MORE TRUE DUE TO THE CURRENT LABOR SHORTAGES THROUGHOUT THE ENTIRE COUNTRY. IN THE EVENT A PAVEMENT MARKING ERROR IS MADE MCSHEA WILL PERFORM STRIPING CORRECTIONS AT OUR OWN COST, HOWEVER IT WILL BE USING AN FDOT APPROVED METHOD FOR REMOVAL/REPLACEMENT WHICH INCLUDES WATERBLASTING AND/OR GRINDING OF THE MARKINGS. MILLING AND RESURFACING OF PAVEMENT DUE TO STRIPING CORRECTIONS IS AN OUTRAGEOUS AND UNNECESSARY EXPENSE THAT IS FINANCIALLY CATASTROPHIC TO ANY STRIPING CONTRACTOR. SHOULD PRIME CONTRACTOR ELECT TO USE MCSHEA FOR THIS PROJECT THEY AGREE TO PARTNER WITH MCSHEA TO TAKE PART IN CONVERSATIONS IN AN EFFORT TO AVOID ANY MILLING AND RESURFACING CORRECTIONS.

SINCERELY,
 MCSHEA CONTRACTING

CHRIS SHEA



Proposal

RUSS BERNER CONSTRUCTION, INC.
13800 Orange River Blvd.
Fort Myers, Fl 33905
Telephone (239) 694-5351
estimates@russbernerconstruction.com

Date
1/16/2025
Proposal #
9473

Name / Address
Barraco and Associates, Inc. 2271 McGregor Blvd. Suite 100 Fort Myers, FL 33901

Job Name/Location
Paseo Drive Paving Fort Myers, FL

We hereby submit specifications and estimates for:	Amount
<p>OPTION 1: 1649 SF OF MILL & RESURFACE Install and maintain MOT for project duration. Mill asphalt at a depth of 1.5". Dispose of millings off site. Apply tack coat per industry standards. Install S-III asphalt to a compacted thickness of 1.5".</p>	17,450.00
<p>OPTION 2: 7365 SF OF MILL & RESURFACE Install and maintain MOT for project duration. Mill asphalt at a depth of 1.5". Dispose of millings off site. Apply tack coat per industry standards. Install S-III asphalt to a compacted thickness of 1.5".</p>	28,600.00
<p>PAVEMENT MARKINGS STRIPING: One coat of paint on final lift of asphalt: 30 24" Painted Stop Bar 37 Painted Crosswalk</p> <p>*Excludes anything not specified in above scope of work*</p>	8,500.00

We proposed hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **\$54,550.00**

Payment to be made as follows: In draws upon request and/or in full upon completion.
Any alteration or deviation from above specifications involving extra costs will be executed only on written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Finance Charge: 1 1/2 % per month yielding an annual percentage of 18% will be charged on all past due accounts, plus cost of collection, if necessary, including a reasonable attorney fee.

Respectfully submitted: _____
Note: This proposal may be withdrawn if not accepted within 30 days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____
Date of Acceptance: _____

Tab 4



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** February 26, 2025
- **FY 2023-2024 Audit Completion Deadline:** June 2025
- **Next Election (Seats 1 & 2):** November 2026

**District
Manager's
Report**

January 15

2025

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<u>FINANCIAL SUMMARY</u>		<u>12/31/2024</u>
General Fund Cash Balance		\$ 648,168.00
Investments Operating		\$ 1,507,093.00
Reserve Fund Investment Balance		\$ 1,335,094.00
Debt Service Fund Investment Balance		\$ 1,093,251.00
Total Cash and Investment Balances		\$ 4,583,606.00
General Fund Expense Variance:	\$51,599	Under Budget



Financial Statement Notes:

Paseo CDD Variance Notes			
Line Item	YTD Actual Expense	Variance	Notes
Guard Gate Facility Maintenance and Repairs	\$ 10,636.00	\$ 1,886.00	New IQ Exit Gate Arm Lighting Repairs and Transponder Purchase for season.
Landscape Mulch	\$ 39,774.00	\$ 25,846.00	
Landscape Maintenance	\$ 88,386.00	\$ 8,612.00	Sod installation
Street Light/Decorative Light Maintenance	\$ 14,148.00	\$ 11,148.00	Macario Ct. underground conduit and wiring repairs, replacement driver for light # 33, 97, 98, installation of new GFI outlet, and Spectrum Nightscapes repairs to Gazebo Lights.
Current AR Receivable	\$ 370,586.00		

* Items not included were reported in prior reports.

Excess Bond Revenue: District Counsel has reviewed the bond indenture and has spoken with bond counsel. District Counsel has reported that based on the review of the Master and Six Supplemental Indenture the excess funds will need to be utilized to pay down the bonds rather than being transferred to the General Fund.

Tab 5



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2024

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

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

PRODUCER Island Insurance Specialists, Inc. 29170 US Hwy 19 N Clearwater, FL 33761 License #: W074937	CONTACT NAME: Vito Perrone PHONE (A/C, No, Ext): (727)754-5036 E-MAIL ADDRESS: Vito@islandins.org	FAX (A/C, No): (727)754-5038
	INSURER(S) AFFORDING COVERAGE	
INSURED Henry Kulhawick DBA: Hog Wild Bokeelia 13990 Robert Rd Bokeelia, FL 33922	INSURER A: Scottsdale Surplus Lines	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 00003918-0

REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS8074745	12/6/2024	12/6/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Paseo Community Development District is listed as Additional Insured per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Paseo Community Development District Attn: Belinda Blandon, District Manager 3434 Colwell Avenue, Suite 200 Tampa, FL 33614	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Renee Naumann</i> (VIT)
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Auto policy declarations

Policy number:

991 335 073

Policy effective date:

October 14, 2024



Coverage detail for 2024 Toy. Truck Tundra

Coverage	Limits	Deductible	Premium
Personal Injury Protection		\$0	
Death Benefit	\$5,000 each person		
Aggregate Medical Expenses (Emergency or Non-Emergency Medical Condition), Income Loss (subject to the exclusion listed below), and Loss of Services	\$10,000 each person		
Medical Expenses Limit:			
Medical Expenses - Emergency Medical Condition	\$10,000 each person		
OR			
Medical Expenses - Non-Emergency Medical Condition	\$2,500 each person		
The sum of Medical Expenses, Income Loss (subject to the exclusion listed below), and Loss of Services benefits cannot exceed the aggregate \$10,000 limit.			
Income loss does not apply to insured or any dependent resident relative.			
Auto Collision Insurance	Actual cash value	\$1,000	
Auto Comprehensive Insurance	Actual cash value	\$1,000	
Automobile Liability Insurance			
▪ Bodily Injury	\$250,000 each person \$500,000 each occurrence	Not applicable	
▪ Property Damage	\$500,000 each occurrence	Not applicable	
Collision for Custom Equipment	Not purchased*		
Comprehensive for Custom Equipment	Not purchased*		
Roadside Coverage	Not purchased*		
Transportation Expense	up to \$30 per day for a maximum of 30 days	Not applicable	
Uninsured Motorists Insurance for Bodily Injury	Not purchased*		
Auto Replacement Protection	Not purchased*		
Automobile Medical Payments	\$5,000 each person	Not applicable	
Portable Electronics and Media	Not purchased*		

(continued)



Tab 6

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
12/19/2024	4827

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

Description	Qty	Cost	Total
<p>PASEO (CDD) – GRUB PREVENTION PROGRAM PROPOSAL.</p> <p>Pinnacle Landscapes Management Services Grub Prevention Program focuses on building strong and healthy root systems and preventing Sugarcane Grub infestation in turf grass areas to include Cul de sacs, and berms.</p> <p>This Customized Treatment Plan also includes a generous comprehensive micronutrient package and potassium that provides on a consistent basis the proper mineral nutrition requirement of the turf grass.</p> <p>Program Service Value per Treatment - Grub Prevention Program (Turf)</p> <p>** Grub prevention will be guaranteed for an eight (8) month period from the time of initial treatment.</p>		8,045.00	8,045.00
Come visit us at www.Pinnaclelandscapes.com!!	Total		\$8,045.00

Customer Signature _____

Tab 7

PASEO COMMUNITY DEVELOPMENT DISTRICT

**EXHIBIT A
SCOPE OF SERVICES**

Exhibit A consisting of one (1) page(s) is to define the services to be provided to **PASEO COMMUNITY DEVELOPMENT DISTRICT**(CDD/OWNER) by **JOHNSON ENGINEERING, LLC** (CONSULTANT) for the **Paseo CDD WUP Compliance Monitoring OCT 2024 – SEP 2025** (PROJECT).

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

Initial:
OWNER _____
CONSULTANT _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

Task 1 - Pumpage Monitoring and Reporting OCT 2024 – SEP 2025

Special Condition 11 of South Florida Water Management District (SFWMD) water use number 36-04092-W issued to Paseo CDD (OWNER) on April 4, 2023, requires monthly withdrawals for each withdrawal facility to be submitted to SFWMD quarterly. CONSULTANT will record monthly pumpage from each withdrawal facility located in Paseo (wells WT-2, WT-3, MH-1, MH-2 and pumps SWP-1, SWP-2) and from each withdrawal facility located in Esperanza (WWT- 1, MH-3, SWP-3), and report the monthly pumpage data to SFWMD each quarter as required. This agreement will include 12 monthly site visits and the submittal of 4 quarterly reports to SFWMD. Reference Figure 1, Monitoring Locations map, attached.

Task 2 - Water Level Monitoring and Reporting OCT 2024 – SEP 2025

Special Condition 18 of SFWMD water use permit number 36-04092-W issued to OWNER requires water level monitoring at wells WTMW-1, WTMW-2, and MW3. CONSULTANT will download water level data from dataloggers and report the weekly water level data to SFWMD each quarter. This agreement will include 12 monthly site visits and the submittal of four (4) quarterly reports to SFWMD. Reference Figure 1, Monitoring Locations map, attached.

Task 3 - Update Water Level Datalogger Sketches

CONSULTANT will prepare new sketches of all three (3) Paseo dataloggers. CONSULTANT will record measurements and elevations on each sketch to show length of datalogger cable, distance from top of PVC casing to transducer, elevation of top of galvanized pipe, elevation of top of PVC casing, and elevation of transducer reading. The elevations will be referenced to National Geodetic Vertical Datum of 1929 (NGVD29). Copies of each sketch will be provided to OWNER in electronic PDF format.

Task 4 – Additional Water Use Permit Compliance Assistance

CONSULTANT will provide additional assistance as directed by OWNER. Additional assistance includes meetings with board members, coordination with irrigation or well contractors, and correspondence with OWNER and/or their representatives for items related to water use permitting and/or water use permit compliance, other than those described in Tasks 1, 2, and 3. This task does not include the renewal and/or modification (i.e., changes in permitted allocations, source(s) of water, etc.) of water use permit number 36-04092-W. Cost for this task is estimated and will only be billed for the actual time and hourly cost based on the Professional Services Hourly Rate Schedule, *Attachment I to Exhibit B*, on an as-needed basis.

PASEO COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT B COMPENSATION

Exhibit B consisting of two (2) page(s) is to define compensation for the services provided to **PASEO COMMUNITY DEVELOPMENT DISTRICT (CDD/OWNER)** by **JOHNSON ENGINEERING, LLC (CONSULTANT)** in relation to the **Paseo CDD WUP Compliance Monitoring OCT 2024 – SEP 2025 (PROJECT)**.

Initial:
OWNER _____
CONSULTANT _____

COMPENSATION

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided, and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT'S services which is on account of the Lump Sum will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing.

Time and Materials (T&M): For the actual hours expended by the CONSULTANT'S professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT'S standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. The amount payable for the services of CONSULTANT'S Sub-Consultants engaged to perform or furnish services in Exhibit A will be the amount billed to CONSULTANT times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

Estimated Fees: CONSULTANT'S estimate of the amount that will become payable for Services (including CONSULTANT'S Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT'S estimate, CONSULTANT shall endeavor to give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of compensation for such Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are completed. The CONSULTANT shall be paid for all services

rendered if CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
1	Pumpage Monitoring and Reporting OCT 2024 – SEP 2025	\$7,128.00*	LS
2	Water Level Monitoring and Reporting OCT 2024 – SEP 2025	\$3,456.00**	LS
3	Update Water Level Datalogger Sketches	\$1,107.00	LS
4	Additional Water Use Permit Compliance Assistance	\$1,000.00	T&M
TOTAL COMPENSATION FOR CONSULTANT’S SERVICES:		\$12,691.00	LS/T&M

For reimbursable expenses of CONSULTANT, the OWNER shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
Field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project (Attachment IA to Exhibit B).	\$500.00	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:	\$500.00	T&M

TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES:	\$13,191.00	LS/T&M
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* Task 1 – Pumpage Monitoring and Reporting OCT 2024 – SEP 2025 to be invoiced at \$1,782 per quarter.

** Task 2 – Water Level Monitoring and Reporting OCT 2024 – SEP 2025 to be invoiced at \$864 per quarter.



ATTACHMENT I TO EXHIBIT B

**PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE
September 6, 2023**

Professional

9	\$330
8	\$270
7	\$248
6	\$220
5	\$193
4	\$176
3	\$165
2	\$138
1	\$127

Technician

6	\$182
5	\$154
4	\$132
3	\$110
2	\$88
1	\$77

Administrative

3	\$105
2	\$94
1	\$77

Field Crew

4-Person	\$270
3-Person	\$231
2-Person	\$182

Field Equipment

Field Equipment on Separate Schedule

Expert Witness \$440

**Reimbursable Expenses
and Sub-Consultants** Cost + 10%

**Construction Engineering and Inspection
(CEI Services)**

CEI Services Manager	\$204
CEI Senior Project Administrator	\$182
CEI Project Administrator	\$165
Contract Support Specialist	\$138
Senior Inspector	\$127
CEI Inspector III	\$116
CEI Inspector II	\$105
CEI Inspector I	\$94
Compliance Specialist	\$105
CEI Inspector's Aide	\$77

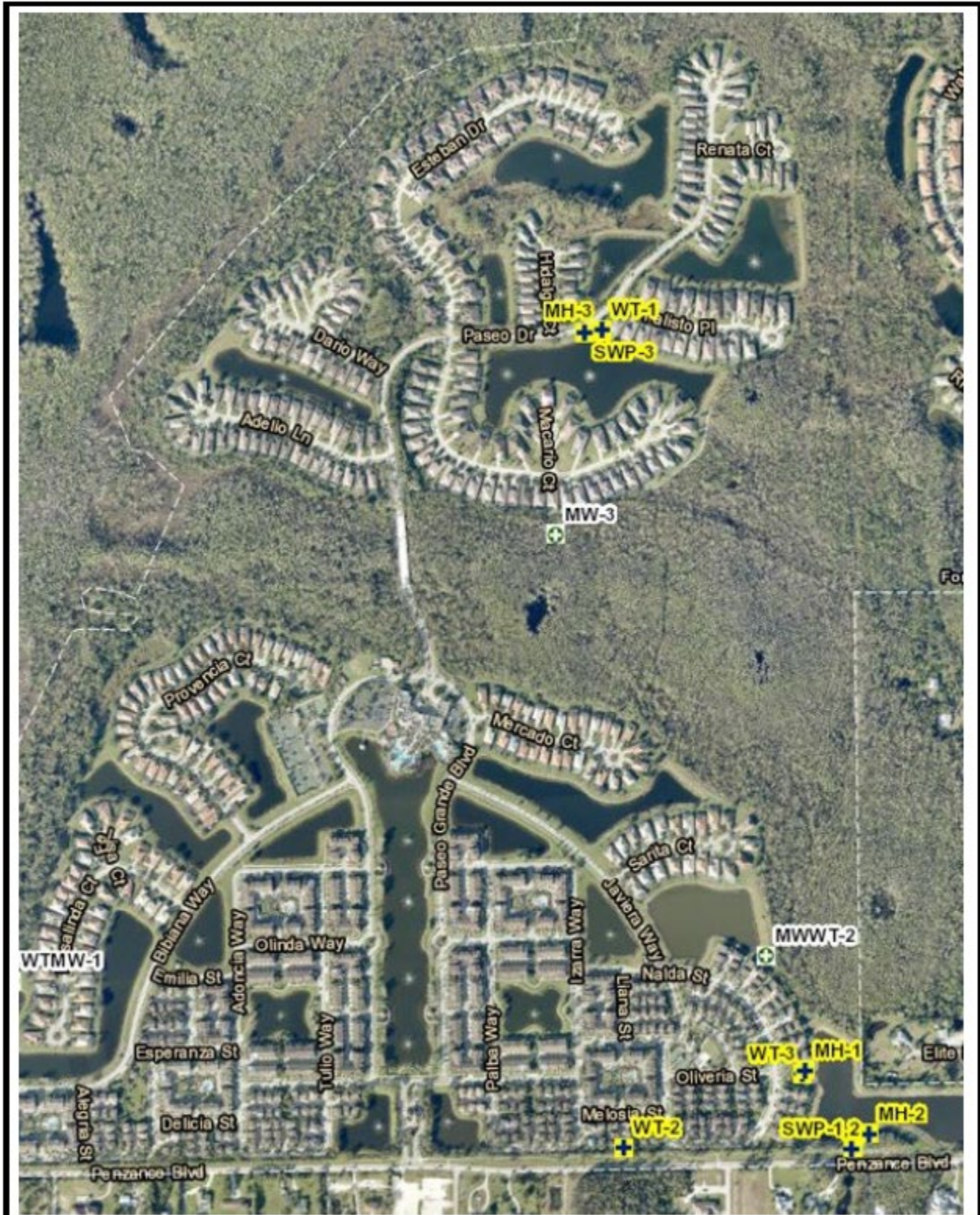
FIELD EQUIPMENT COST SCHEDULE
Updated: October 9, 2023

PROJECT NAME: _____
PROJECT #: _____

DATE: _____

ITEM	UNIT OF MEASURE	UNIT COST	QUANTITY	TOTAL
BOATS				
14' Jon Boat w/trailer	Hour	\$11.00		\$0.00
10' Jon Boat	Hour	\$11.00		\$0.00
8.5' Boat or Kayak	Hour	\$7.00		\$0.00
Electric Boat Motor	Hour	\$4.00		\$0.00
Gasoline Boat Motor	Hour	\$5.50		\$0.00
20' Fiberglass Skiff	Hour	\$27.50		\$0.00
Airboat	Day	\$500.00		\$0.00
SURVEY EQUIPMENT				
StarVac Truck	Hour	\$132.00		\$0.00
Hydrographic Survey Equipment	Hour	\$110.00		\$0.00
WATER QUALITY EQUIPMENT				
ISCO Avalanche Sampler	Month	\$330.00		\$0.00
Cellular Modem	Month	\$132.00		\$0.00
YSI 6600 EDS Water Quality Sonde	Month	\$550.00		\$0.00
40W Solar Panel	Month	\$55.00		\$0.00
Multi Parameter Water Quality Probe	Hour	\$16.50		\$0.00
Peristaltic Pump	Day	\$33.00		\$0.00
Turbidimeter	Day	\$33.00		\$0.00
Chloride Titration	Each	\$11.00		\$0.00
Conductivity Meter	Hour	\$5.50		\$0.00
Silicone Tubing	Foot	\$5.50		\$0.00
HDPE Disposable Sample Tubing	Foot	\$2.00		\$0.00
Water Level Indicator	Day	\$22.00		\$0.00
Water Quality Sample Disposable Filters	Each	\$17.00		\$0.00
Van Dorn Depth-Activated Sample Bottle	Day	\$22.00		\$0.00
Telescoping Sample Pole	Day	\$5.50		\$0.00
Secchi Disc	Day	\$5.50		\$0.00
Depth Rod	Day	\$5.50		\$0.00
ISCO Rain Gauge	Month	\$33.00		\$0.00
In-Situ Bluetooth TROLL Com	Hour	\$5.50		\$0.00
FLOW METERS				
Price Open Cup Flow Meter	Hour	\$11.00		\$0.00
Global Water Flow Probe	Hour	\$5.50		\$0.00
ISCO 2150 AVM	Month	\$198.00		\$0.00
ISCO 750 AVM	Month	\$165.00		\$0.00
GE Panametrics Flowmeter	Day	\$220.00		\$0.00
DATALOGGERS				
In-Situ Datalogger Stage Recorder	Month	\$110.00		\$0.00
GPS				
Trimble Geo-XT Sub Meter GPS	Hour	\$14.00		\$0.00
MISCELLANEOUS EQUIPMENT				
Trash Pump	Day	\$55.00		\$0.00
Power Auger	Day	\$55.00		\$0.00
Wildlife Camera	Hour	\$11.00		\$0.00
Drone	Hour	\$27.50		\$0.00
Utility Vehicle	Month	\$1200.00		\$0.00
Utility Vehicle	Week	\$400.00		\$0.00
Utility Vehicle	Day	\$100.00		\$0.00
Swamp Buggy	Day	\$300.00		\$0.00
Acoustic Recording Device	Week	\$33.00		\$0.00
1 HP Submersible Pump	Day	\$55.00		\$0.00
Downhole-Video Camera	Day	\$110.00		\$0.00
PROJECT TOTAL:				\$0.00

FIGURE I



JOHNSON
ENGINEERING

2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

Paseo CDD
Monitoring Locations

DATE	PROJECT	FILE NO.	SCALE	SHEET 1
Nov 2023	20097877-023			

Tab 8



Ameri-Scape of SW Florida, Inc.

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

RECIPIENT:

Paseo Community Development District

9530 Marketplace Road
Suite 206
Fort Myers, Florida 33912

Estimate #81612	
Sent on	Jan 07, 2025
Total	\$30,760.00

Product/Service	Description	Qty.	Unit Price	Total
Remove and Stump Grind 14 Live Oaks/1 Royal Poinciana, and 1 Pigmy Palm	Work is to be performed based on the maps provided by the CDD. The Root Ball and Stump must be removed to a depth no shallower than 12 inches under the existing turf line and grade. All Depressions from removed root balls and stumps must be filled in with top soil to prevent tripping hazards and to avoid aesthetic deficiencies.			
Removal of Trees of Various Sizes	14 Oaks, 1 Royal Poinciana, 1 Pigmy Palm	1	\$23,000.00	\$23,000.00
Stump Grinding		16	\$200.00	\$3,200.00
Install 12 Yards of Dirt		12	\$180.00	\$2,160.00
Disposal		16	\$150.00	\$2,400.00
Signature:				

Total **\$30,760.00**

Any change orders made after your approval 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.

We follow Florida law regulations: We will not start any work that requires digging before having the public utilities mark and cleared.



Ameri-Scape of SW Florida, Inc.

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

Notes Continued...

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
2396767096
Office@greatviewlc.com

Estimate

ADDRESS

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

ESTIMATE #	DATE
17923	01/03/2025

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Description.	Proposal to flush cut the following trees and stump grind down to 12 inches below grade. Remove debris, any roots above ground and add soil to level area at following locations.	1	0.00	0.00
Job Address	Javiera and Paseo Grande	1	0.00	0.00
Tree removal and Stump grind	LP-108 one oak tree LP-110 one oak tree LP- 40 one oak tree	3	275.00	825.00
Job Address	Paseo Grande Circle	1	0.00	0.00
Tree removal and Stump grind	Near LP-47 two oak trees At CDD bldg one oak tree Tennis court entrance one oak tree Walkway near basketball court one oak	5	275.00	1,375.00
Job Address	Rosalinda / Bibiana	1	0.00	0.00
Tree removal and Stump grind	LP 150/135 one oak tree	1	350.00	350.00
Job Address	Bibiana / Alegria	1	0.00	0.00
Tree removal and Stump grind	LP158 one oak tree	1	275.00	275.00
Tree removal and Stump grind	LP 160 by the mailbox one poinciana tree	1	350.00	350.00
Stump Grind	LP 293 Izarra Way One large stump	1	125.00	125.00
Job Address	Multi use Path	1	0.00	0.00
Tree removal and Stump grind	LP-10 one oak tree LP-33 one oak tree LP-49 one oak tree	3	275.00	825.00
Tree removal and Stump grind	LP-59/60 one double pigmy date palm	1	150.00	150.00
Tree removal and Stump grind	LP-60/61 one oak tree	1	275.00	275.00
Top Soil Per Yard	Soil to back fill areas where trees will be stump grind and any roots above ground removed to level areas.	2	200.00	400.00

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

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

TOTAL

\$4,950.00

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

Accepted By

Accepted Date

Paseo Tree Removal & Stump Grinding - Phase 4

Request for Proposal

A. SCOPE OF SERVICES

Furnish all labor, materials, and equipment to remove and grind the stumps for 14 District-owned Live Oaks, 1 Poinciana, and 1 Pygmy Date Palm, in various District owned areas.

The locations of the trees are as follows:

Various District Owned Areas

- 14 Oak Trees
- 1 Poinciana
- 1 Pygmy Date Palm

See attached Exhibit

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

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

B. AWARD OF BID

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

C. LICENSES

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

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

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

D. INSURANCE

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

E. CONDUCT

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

F. CONTRACTORS EQUIPMENT

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

G. DISPOSAL OF DEBRIS

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

H. SCHEDULING OF WORK

1. The District has provided a map showing the locations of the trees to be removed. The Contractor will have 20 business days including the day of notification to complete all aspects of the requested work. This does not include the time frame for underground utility locates to be called in.
2. All work will be performed Monday through Friday unless prior approval has been obtained from the District Manager.
3. The Contractor, within three (3) working days from notification, must correct work deficiencies and/or problems pointed out by District Manager.

I. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Invoices shall be submitted after work is completed with a detailed description of the work performed. This will include location, quantities, species and caliper.
2. The successful bidder(s) will meet with District Manager and set up procedures prior to the start of work.

J. NON-PERFORMANCE

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

K. QUALIFICATIONS

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

L. GENERAL OBJECTIVES

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

M. MISCELLANEOUS

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

N. LOCATION OF HARDWOODS/PALMS

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

O. INSPECTION

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

P. REJECTING DEFECTIVE WORK

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

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

Q. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

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

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

R. PROTECTION OF OVERHEAD UTILITIES

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

S. PROTECTION OF UNDERGROUND UTILITIES

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

T. TRAFFIC CONTROL

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

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

QUESTIONNAIRE

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

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

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

The last time we serviced the District was in November 2024 (invoice #18417).

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

2- Dump trucks, 2- wood chippers, 3- Chainsaws, 2- blowers, 1- stump grinder

6- man crew

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

Lee County Local Business and Certificate Arborist

PHASE 4 / FINAL TREE REMOVAL PROJECT (Rev 12/10/24)
APPROVED REMOVAL OF 14 OAKS, 1 POINCIANA & 1 PYGMY DATE PALM
(All trees to be removed have a green checkmark spray painted on them)

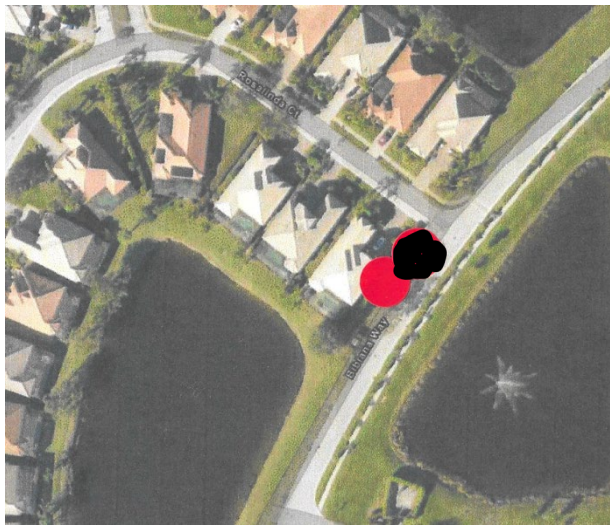


JAVIERA & PASEO GRANDE

Across from LP 108 - directly north of building 61. **REMOVE:** slightly compromised.

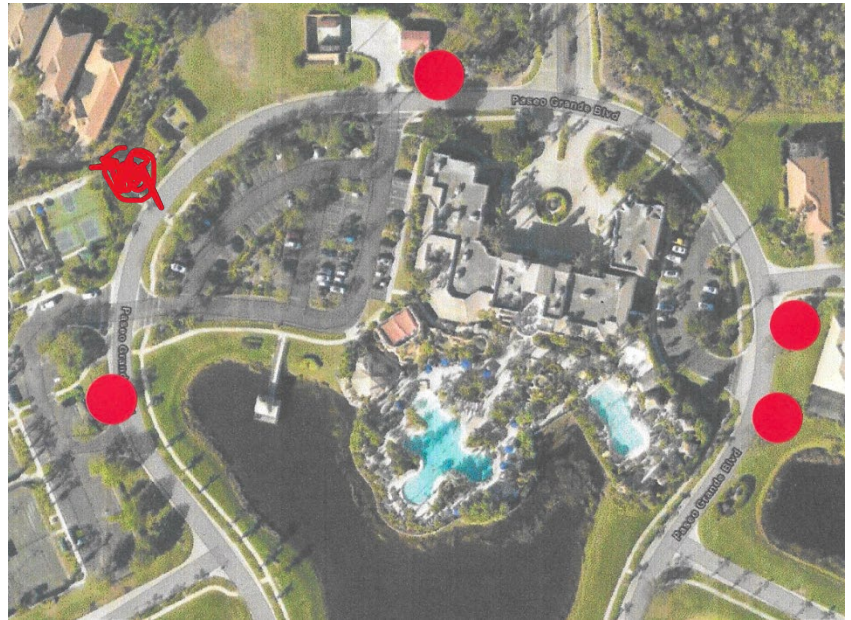
Across from LP 110 The oak at the corner of Paseo Grande and Javiera. **REMOVE:** appears healthy, but it's lifting pavers.

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



Rosalinda/Bibiana between LP150 & 135

REMOVE oak closer to Bibiana; leave the one in bed.



Tennis Court entrance, Walkway near basketball court, at CDD building, two near LP47, REMOVE all 5



One near Bibiana/Alegria LP 158 REMOVE; blocking light.

Near mailbox LP 160 – REMOVE poinciana; outgrowing footprint and roots may cause damage to roadway

****Additional stump for stump grinding located at light pole 293 on Izarra Way.**

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

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

LP33 – REMOVE oak; leaning; impeding other growth; it's partially uprooted.

LP49 – REMOVE oak; Leaning towards fence; 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.



ESTIMATE #18457

SENT ON:

Dec 19, 2024

RECIPIENT:

Paseo Community Development District

11611 Paseo Grande Boulevard
Fort Myers, Florida 33912

SENDER:

Joshua Tree, INC

2620 Brightside Court
Cape Coral, Florida 33991

Email: jtooffice@myjoshuatree.com

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



ESTIMATE #18457

SENT ON:

Dec 19, 2024

Product/Service	Description	Qty.	Unit Price	Total
Community Tree Removal	<p>Remove (14) Live Oak Trees Remove (1) Poinciana Tree Remove (1) pigmy palm</p> <ul style="list-style-type: none"> •Joshua Tree Inc. Will submit tickets to 811 to detect underground utilities on all areas for removal. •Bucket trucks will be utilized to remove trees in areas that might damage surrounding. •All Stumps shall be ground to a depth of 12” below grade. •In areas of stump grinding, the ground shall be leveled, wood chips disposed of, and amended with top soil. •If unseen underground irrigation is damaged near stump removals, Joshua Tree Inc. Will assist in the repairs @ a rate of \$65.00 hrly plus parts - parts will be @ cost. Receipts provided. <p>All leaf litter will be cleaned thoroughly & all material haul off-site to Horticulture Facility.</p> <p>{Crew members & Equipment} utilized:</p> <ul style="list-style-type: none"> •Manager- Board Certified Master Arborist •1 Supervisors •2/3 Crews •2 Bucket trucks •1 Dump truck/Trailers •1 Stump Grinders •1/2 Mini skids with branch manager attachments •1 Grapple Truck <ul style="list-style-type: none"> •Areas of work entering and exiting will display 6Ft Orange Tree worker ahead sign. (All) vehicles will have standard DOT cones placed in rear & or Sides. 	1	\$10,762.18	\$10,762.18
Additional		1	\$0.00	\$0.00
Additional		1	\$0.00	\$0.00



ESTIMATE #18457

SENT ON:

Dec 19, 2024

Total

\$10,762.18

This quote is valid for the next 30 days, after which values may be subject to change. All debris will be hauled off site & disposed of in a proper facility. All work will be performed to ANSI A300 Standards with an Arborist on site at all times. Joshua Tree, INC is not responsible for damage to underground utilities or irrigation when stump grinding services are performed. Please note: Tree service involves the use of equipment & machinery and may result in some minor damage to the surrounding area, such as: irrigation, turf, plants, and/or landscaping. Late charge of 1.5% shall be charged per month (18% per year) for all invoices outstanding after 30 days, client agrees to pay all attorney fees associated with collections if needed. Please note: Credit cards provided for deposits may be charged for the remaining balance upon completion of services. Joshua Tree Inc is not responsible for discovery or identification of hidden or otherwise non-observable hazards. Observations do not include individual testing or analysis and does not include aerial or sub-soil inspection. Any reference to time frame is not a guarantee for tree stability. Records may not remain accurate after inspection due to variable deterioration of inventoried materials. Extreme weather or unforeseeable events may cause tree failure Joshua Tree Inc provides no warranty with respect to the fitness and health of trees for any use or purpose whatsoever. Thank you for choosing Joshua Tree Inc for your arbor services, if you have any questions please contact us at 239-888-6817.

Signature: _____ Date: _____

Tab 9



4174 16th Avenue Northeast | Naples, Florida 34120
2393515555 | customercare@spectrumnightscapes.com |
spectrumnightscapes.com

RECIPIENT:

Paseo CDD

9530 Marketplace Rd suite 206
Ft myers, Florida 33912
Phone: (239) 601-0939

SERVICE ADDRESS:

Paseo Grande Boulevard
Fort Myers, Florida 33912

Quote #217	
Sent on	Dec 16, 2024
Total	\$0.00

Product/Service	Description	Qty.	Total
Option 1-Premium RGB color changing	Color changing Uplights x4 App controlled Includes wire-100ft Connections- x 8 Installation and programming Additional labor to cut asphalt to run wire	1	Not included \$4,515.00*
Option 2-White only Uplight	Integrated led module uplight-x 4 Classic white Timer controlled Includes wire- 150 ft' Installation	1	Not included \$2,065.00*

Total **\$0.00**

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

Signature: _____ Date: _____



#01

#02

#03

#04



4174 16th Avenue Northeast | Naples, Florida 34120
2393515555 | customercare@spectrumnightscapes.com |
spectrumnightscapes.com

RECIPIENT:

Paseo CDD

9530 Marketplace Rd suite 206
Ft myers, Florida 33912
Phone: (239) 601-0939

SERVICE ADDRESS:

Paseo Grande Boulevard
Fort Myers, Florida 33912

Quote #218	
Sent on	Dec 16, 2024
Total	\$9,900.00

Product/Service	Description	Qty.	Total
Hardscape Ledge Light	Replace damaged pathlights from trimming because they are too close to plants on walkway. Instead lights will be added to stone ledge out of the way to provide light for dark walkway.	24	\$5,400.00
12/2	Mount wire on back of stone wall-new run to transformer	1	\$750.00
Labor	Labor to install new lights onto stone wall.	1	\$3,750.00*

Total **\$9,900.00**

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

* Non-taxable

Signature: _____ Date: _____





12 Lights total for horse shoe



6 Lights at each L shaped walkway



Tab 10



EARTH TECH ENVIRONMENTAL

10600 Jolea Avenue
 Bonita Springs, FL 34135 US
 +1 2393040030
 www.eteflorida.com

Proposal

ADDRESS

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

PROPOSAL # 3274

DATE 01/02/2025

EXPIRATION DATE 02/28/2025

PROJECT MANAGER

donnb@eteflorida.com

PROJECT NO.

130101.1

PROJECT NAME

2025 PASEO CDD PRESERVE MAINT.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Ecosystem Restoration/ Maint Tasks:Preserve Maintenance	2	9,250.00	18,500.00
	Task 1.0 2025 Semiannual Preserve Maintenance: Earth Tech Environmental LLC will perform two (2) semiannual maintenance events within ± 147.50 AC of preserves at Paseo Community Development District in Ft. Myers, FL. This task will consist of treatment of all FLEPPC category I & II exotic/nuisance species and selective invasive species within the designated areas. Eradication methods will consist of (1) cutting and stump treatment of all woody exotic/nuisance species; (2) frill and/or girdle of any woody exotic/nuisance species greater than 4" DBH; (3) foliar treatment of all saplings and/or herbaceous exotic/nuisance species; and (4) hand pulling of exotic/nuisance saplings. All treated vegetation will remain within the project boundaries. A qualified project manager licensed to apply herbicide in aquatic areas, ROW, forested areas and natural areas will supervise all work.			
	Ecosystem Restoration/ Maint Tasks:Environmental Services	2	1,000.00	2,000.00
	Task 2.0 2025 Semiannual Control Structure & Spreader Swale Maintenance: Earth Tech Environmental LLC will perform two (2) semiannual maintenance events within ± 21,441SF of spreader swales and designated control structures adjacent to preserve areas at Paseo Community Development District in Ft. Myers, FL. This task will consist of selective removal and foliar treatment of vegetation within the spreader swales and control structures. A qualified project manager licensed to apply herbicide in aquatic areas, ROW, forested areas and natural areas will supervise all work.			
				Subtotal: 20,500.00







Earth Tech Environmental LLC will provide the above listed environmental services within the designated areas at Paseo CDD. If you agree to these services please send a signed copy of this proposal to donnb@eteflorida.com for work to be scheduled.

SUBTOTAL	20,500.00
TAX (0%)	0.00
TOTAL	\$20,500.00

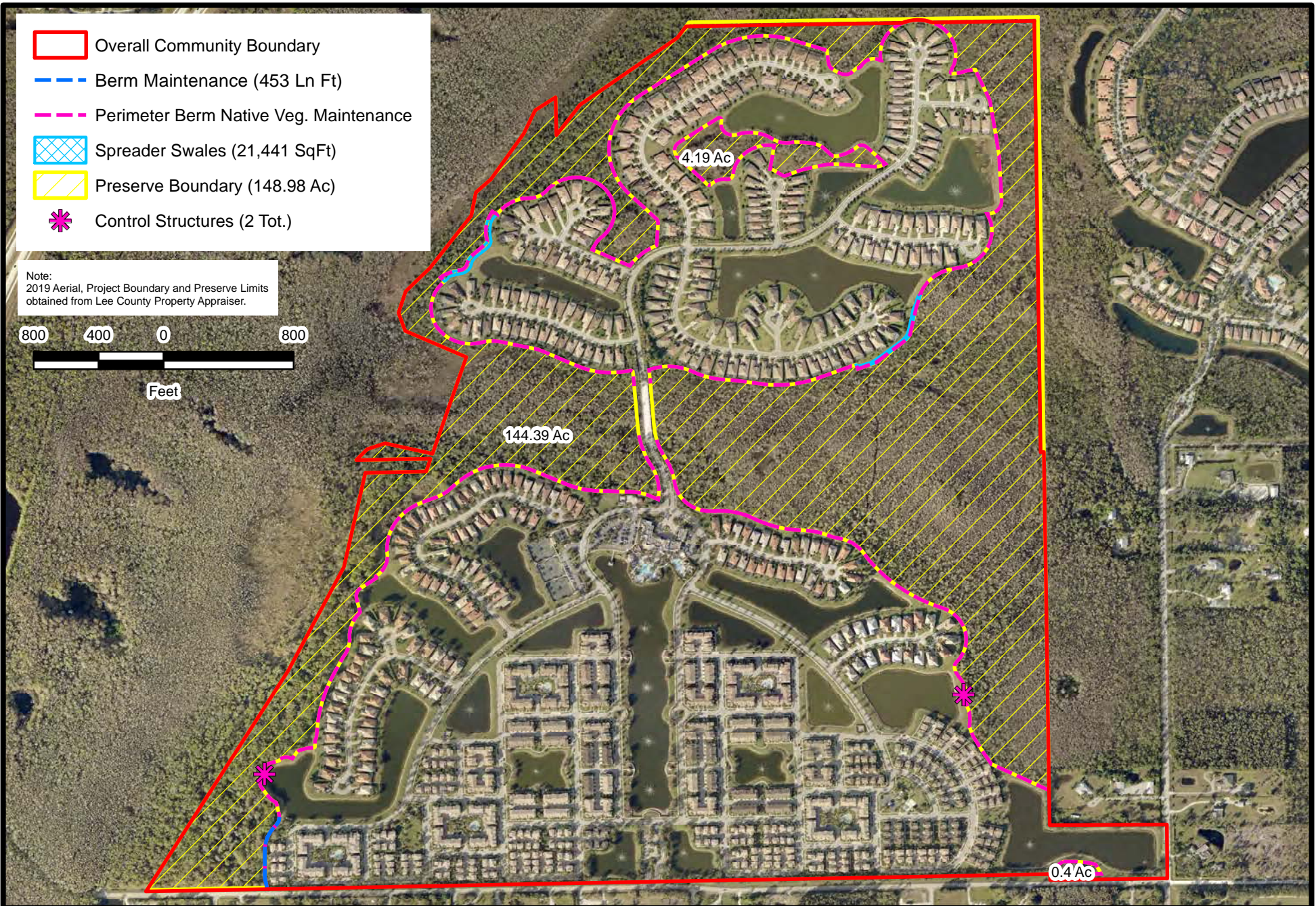
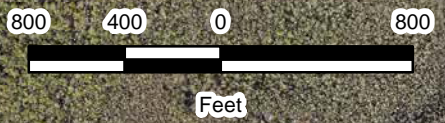
" Land, Water and the Environment ... Protecting what's important "

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

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-  Overall Community Boundary
-  Berm Maintenance (453 Ln Ft)
-  Perimeter Berm Native Veg. Maintenance
-  Spreader Swales (21,441 SqFt)
-  Preserve Boundary (148.98 Ac)
-  Control Structures (2 Tot.)

Note:
2019 Aerial, Project Boundary and Preserve Limits
obtained from Lee County Property Appraiser.



Paseo CDD
Lee County, Florida



EARTH TECH ENVIRONMENTAL, LLC
10600 JOLEA AVE
BONITA SPRINGS, FLORIDA 34135
PHONE (239) 304-0030 FAX (239) 324-0054
WWW.ETEFLOIDA.COM



SHEET NO.
X

DATE
8/13/19

PROJECT NO.
N/A

SCALE
AS SHOWN

Preserve Map



EARTH TECH ENVIRONMENTAL

10600 Jolea Avenue
 Bonita Springs, FL 34135 US
 +1 2393040030
 www.eteflorida.com

Proposal

ADDRESS

Paseo CDD- 130101
 Paseo CDD
 c/o Rizzetta & Company Inc
 9530 Marketplace Road
 Suite 206
 Ft Myers, FL 33912

PROPOSAL # 3273

DATE 01/02/2025

EXPIRATION DATE 01/30/2025

PROJECT MANAGER

donnb@eteflorida.com

PROJECT NO.

130101.2

PROJECT NAME

2025 PASEO CDD TRIMMING

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<p>Ecosystem Restoration/ Maint Tasks:Vegetation Removal & Trimming 2025 Native Vegetation Trimming & Removal: selective native vegetation trimming will be performed within 16,753LF of designated preserve perimeter.</p> <p>"As described in Chapter 6.3 of the updated long-term management plan, the proposed maintenance trimming shall be limited to the perimeter of the preserves, as shown on Exhibit 2 of the updated long term management plan, where overhanging vegetation interferes with routine maintenance of the berm. The trimming activities shall consist of selectively removing overhanging vegetation and shall not result in a complete vegetative trim along the vertical plane. Vegetation trimming shall be conducted by the preserve maintenance contractor during the scheduled exotic maintenance events for the preserves and shall not be conducted more than twice per year. Trimmed debris shall be removed from the edges of the preserves."</p> <p>Trimming Area A (3,666LF) = \$5,000.00 Trimming Area B (3,114LF) = \$6,000.00 Trimming Area C (9,973LF) = \$15,000.00</p> <p>This task does include selective debris removal and disposal.</p> <p>Horticultural Debris Disposal: All cut vegetation from the selective trimming will be removed and properly disposed.</p>	1	26,000.00	26,000.00

Earth Tech Environmental LLC will provide the above-listed environmental services within the designated locations at Paseo CDD. If you agree to these terms please send a signed copy of this estimate to donnb@eteflorida.com for work to be scheduled.

SUBTOTAL	26,000.00
TAX (0%)	0.00
TOTAL	\$26,000.00

Accepted By






Accepted Date

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

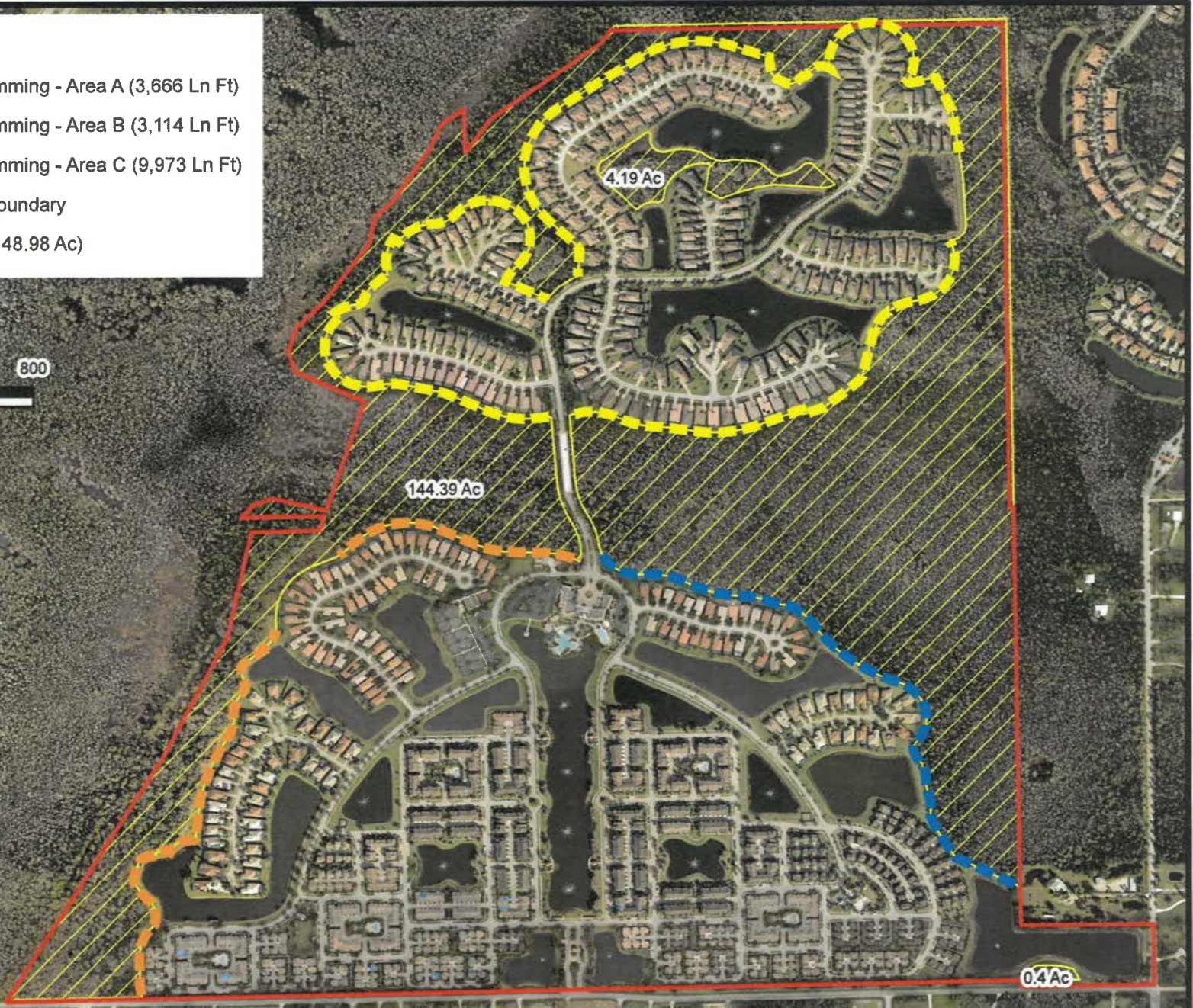
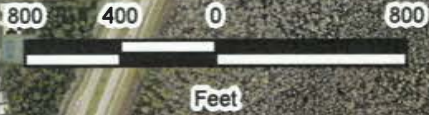
Office : 239-304-0030 Fax: 239-324-0054

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Details

-  Native Vegetation Trimming - Area A (3,666 Ln Ft)
-  Native Vegetation Trimming - Area B (3,114 Ln Ft)
-  Native Vegetation Trimming - Area C (9,973 Ln Ft)
-  Overall Community Boundary
-  Preserve Boundary (148.98 Ac)

Note:
2021 Aerial and Project Boundary
obtained from Lee County Property Appraiser.



Paseo
Lee County, Florida



EARTH TECH ENVIRONMENTAL, LLC
10600 JOLEA AVENUE
BONITA SPRINGS, FLORIDA 34135
PHONE (239) 304-0030 FAX (239) 324-0054



SHEET NO.
X

DATE
11/04/21

PROJECT NO.
N/A

SCALE
AS SHOWN

Aerial Map

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, December 4, 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	Board Supervisor, Chairman
Debra Johnson	Board Supervisor, Vice Chair
Kent Gammon	Board Supervisor, Assistant Secretary
R. Chris Shimer	Board Supervisor, Assistant Secretary (via Teams)
Ian Noy	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	Sr. District Manager, Rizzetta & Company, Inc.
Kari Hardwick	District Coordinator, Rizzetta & Company, Inc.
Andrew Cohen	District Counsel
	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
John Fowler	Landscape Inspection Services, Rizzetta & Company, Inc.
Frank Savage	Barraco & Associates, Inc.
Evan Fay	Pinnacle Landscapes
Joe Green	Pinnacle Landscapes
Audience	

FIRST ORDER OF BUSINESS

Call to Order

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

Ms. Blandon administered the Oath of Office to Supervisor Gammon and Supervisor Noy. She advised the Supervisors that they are entitled to compensation for their attendance and asked if they wished to receive or decline compensation. Supervisor Gammon and Supervisor Noy individually accepted compensation.

SECOND ORDER OF BUSINESS

Public Comment

Mr. Cabell opened the floor to audience comments.

Mr. Hirsch address the Board regarding his private front yard as well as concerns related to hogs.

48
49 Mr. Russell addressed the Board regarding hog damage to CDD property and
50 recommended establishing a policy related to policy and procedure for hog damage repair.

51
52 Mr. Pappas addressed the Board and stated that the Board does a fantastic job for
53 the community. He spoke regarding hog trapping and thanked the CDD Board for taking on
54 the trapping.

55
56 Mr. Brown addressed the Board regarding nails in his tires from the Condo
57 construction, he recommended the Condo Association continue efforts with the magnet to
58 remove nails from the roadways.

59
60 Mr. Hild addressed the Board regarding devastating hog damage and recommended
61 applying grub treatment.

62
63 **THIRD ORDER OF BUSINESS**

Staff Reports

64
65 A. Landscape Inspection Services

66 Mr. Fowler provided a detailed overview of the November 18, 2024
67 Landscape Inspection Report; he advised that the five-year landscaping
68 replacement plan will be available prior to the next CDD meeting.

69
70 Mr. Cabell stated that the tree donated by the Master Association in the cul-
71 de-sac should be maintained by Pinnacle as it is on CDD property, he
72 further advised that weeds in the cutouts need to be addressed as well as
73 dispersing clumps of grass after mowing. Mr. Cabell further advised that the
74 Jatropha on Paseo Drive need to be pruned. Ms. Johnson advised that she
75 concurs. Mr. Fey advised that each item will be addressed.

76
77 Ms. Johnson advised that the recently planted foxtail palms have not yet
78 been mulched. Mr. Fey advised that the mulch will be placed.

79
80 Mr. Fowler provided a detailed overview of the RFP for Landscape and
81 Irrigation Maintenance. Mr. Cohen advised that he has reviewed the
82 package, and it is good from a legal perspective. Mr. Cabell recommended
83 removing mulch from the RFP as this is a service that is typically
84 outsourced. He further recommended adding language related to the
85 expectation of hog damage remediation on CDD property.

86
87
88
89

On a Motion by Mr. Cabell, seconded by Ms. Johnson, with all in favor, the Board Approved the Landscape and Irrigation Maintenance RFP, Subject to Changes as Noted on the Record, and Further Directed Staff to Move Forward with the RFP, for the Paseo Community Development District.

90 C. Landscape Liaison
91 Ms. Johnson reviewed the proposals she has executed since the last
92 meeting.

93
94 D. Condo Assoc. Liaison
95 Mr. Noy advised that he has reviewed correspondence related to a Condo
96 Association vendor not cleaning up after their work. Ms. Johnson provided
97 an overview of the issue. Ms. Blandon advised that both the Field Manager
98 and the District Coordinator reviewed the work of the CDD vendor after
99 completion of the CDD pressure washing project. Mr. Noy asked that the
100 District Coordinator meet with him onsite to review.

101
102 Ms. Johnson advised that after receiving the Policy related to stormwater
103 inlet protection, the Condo Association is not in compliance.

104
105 E. Master Assoc. Liaison
106 Ms. Johnson advised that she had no report.

107
108 F. Chairman
109 Mr. Cabell reviewed his report as emailed to the Board. He further reviewed
110 the onsite meeting held with the District Coordinator related to the Condo
111 area fluid spills. Discussion ensued. Ms. Blandon recommended a meeting
112 with the District Engineer and the Chairman to review concerns.

113
114 G. District Engineer
115 Mr. Savage reviewed the report as provided in the agenda package related
116 to berm repairs as well as the legal descriptions, and sketches for the CDD
117 assets on non CDD property He further reviewed the Paseo Drive roadway
118 repaving.

119
120 H. District Counsel
121 Mr. Cohen advised that a second letter was received related to the purchase
122 of tract E1 and stated that the suit related to the Master Association possible
123 purchase is set for a case hearing on January 13th.

124
125 Ms. Johnson made a motion to table consideration of the offer letter until
126 after the January 13th case hearing. Mr. Cabell seconded the motion. Mr.
127 Cabell addressed the letter as well as concerning verbiage contained within
128 the letter. Mr. Cohen confirmed that Mr. Noy does not have a conflict.
129 Discussion ensued. With one favor and three opposed, the motion failed.
130

131
132

On a Motion by Mr. Gammon, seconded by Mr. Noy, with three in favor and one opposed, the Board will Not Accept and/or Entertain any further Offers Related to the Sale of Tract E-1, Pending the Outcome of the Suit, for the Paseo Community Development District.

133 I. District Manager
134 Ms. Blandon reviewed the District Manager report as contained within the
135 agenda package and advised that the next meeting of the Board of
136 Supervisors is scheduled for Wednesday, January 22, 2025 at 10:00 a.m.
137 She further advised that related to the excess bond revenue, she would like
138 for the Board to provide direction to Counsel to review the indenture prior to
139 authorizing any movement of funds.
140

On a Motion by Mr. Gammon, seconded by Ms. Johnson, with all in favor, the Board Directed District Counsel to Review the Indenture as it Relates to Moving Excess Bond Revenue Funds into the Reserve Account, for the Paseo Community Development District.

141 Ms. Blandon advised that Rizzetta will be hosting a CDD101, via Teams,
142 for Supervisors who are interested in attending.
143
144

145 Ms. Blandon advised that since the Florida Commission on Ethics moved
146 filing requirements to email and online, the Board will be receiving new
147 email addresses. She advised that the District Coordinator will reach out
148 once the change is made.
149

150 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-01,
Redesignating Officers of the District**

151
152
153 Ms. Blandon advised that following the election, it would be appropriate to
154 redesignate officers of the District.
155

On a Motion by Mr. Noy, seconded by Mr. Gammon, with all in favor, the Board Adopted Resolution 2025-01, Designating Mr. Cabell to Serve as Chairman, Ms. Johnson to Serve as Vice Chair, and Mr. Gammon, Mr. Shimer, Mr. Noy, Ms. Blandon, Mr. Huber, and Ms. Dobbins to Serve as Assistant Secretaries, for the Paseo Community Development District.

156
157 **FIFTH ORDER OF BUSINESS** **Consideration of Proposals for Hog**
158 **Trapping**
159

160 Ms. Blandon reviewed the proposals received for hog trapping.
161

On a Motion by Mr. Cabell, seconded by Ms. Johnson, with all in favor, the Board Approved the Proposal from Hog Wild Bokeelia for Hog Trapping Services, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

162
163 **SIXTH ORDER OF BUSINESS** **Discussion and Consideration of Tree**
164 **Removals Phase 4**
165

166 Ms. Johnson reviewed the trees for removal, as inspected by Pinnacle

167 Landscapes. The Board directed Staff to move forward with an RFP for Phase 4 Tree
168 Removals.

169
170 Ms. Johnson advised that once all the removals are complete, she will work with
171 Pinnacle on identifying location and species, based on the District's adopted list of
172 approved trees, for replanting of trees.

173
174 **SEVENTH ORDER OF BUSINESS** **Consideration of Pinnacle Landscapes**
175 **Proposal for Sod Installation at East**
176 **Side Condo Areas**

177
178 Ms. Johnson reviewed the proposal, and thanked Pinnacle for their timeliness in
179 preparing the proposal. Mr. Fey advised that the proposal includes the East side condo
180 areas as well as the East side fence line.

181
On a Motion by Mr. Cabell, seconded by Ms. Johnson, with all in favor, the Board Approved the Pinnacle Landscapes Proposal for Sod Installation at the East Side Condo Areas and Penzance Fence Line, Subject to the Addition of the West Side Penzance Fence Line, at the Same Cost, for the Paseo Community Development District.

182
183 **EIGHTH ORDER OF BUSINESS** **Consideration of Proposals for**
184 **Bismarck Palm Removal and**
185 **Replacement**

186
187 Ms. Blandon advised that proposals for the removal and replacement of the
188 Bismarck Palms damaged in the hurricane were received from AmeriScape, Greatview
189 Lawn Care, and Pinnacle Landscapes. Ms. Johnson asked the Board to consider Royal
190 Palms instead due to cost and Royal's being self-cleaning. The board concurred and
191 directed Staff to re-bid the removals and replacements, using Royal Palms with ten-foot
192 clear trunk.

193
194 **NINTH ORDER OF BUSINESS** **Appointment of an Audit Committee**
195 **and Scheduling the First Meeting of the**
196 **Audit Committee**

197
198 Ms. Blandon provided an overview of the Auditor selection process and asked if
199 there were any questions. There were none.

200
On a Motion by Mr. Gammon, seconded by Ms. Johnson, with all in favor, the Board Appointed Itself as the Audit Committee, Directed Staff to Proceed with the Auditor Selection Process, and Set the First Meeting of the Audit Committee to be Held Prior to the Onset of the January 22, 2025 Board of Supervisors Meeting, for the Paseo Community Development District.

203 **TENTH ORDER OF BUSINESS** **Consideration of the Minutes of the**
204 **Board of Supervisors Meeting held on**
205 **October 23, 2024**
206

207 Ms. Blandon presented the Minutes of the Board of Supervisors meeting held on
208 October 23, 2024 and asked if there were any questions, comments, and/or changes. Mr.
209 Cabell noted one change to line 201.
210

On a Motion by Mr. Cabell, seconded by Ms. Johnson, with all in favor, the Board Approved the Minutes of the Board of Supervisors Meeting held on October 23, 2024, Subject to the Correction Noted on the Record, for the Paseo Community Development District.

211 **ELEVENTH ORDER OF BUSINESS** **Ratification of the Operations and**
212 **Maintenance Expenditures for the**
213 **Month of October 2024**
214
215

216 Ms. Blandon advised that the Operations and Maintenance expenditures for the
217 period of October 1-31, 2024 totaled \$146,496.00 and asked if there were any questions.
218 There were none.
219

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 October 2024, totaling \$146,496.00, for the Paseo Community Development District.

220 **TWELFTH ORDER OF BUSINESS** **Supervisor Requests**
221

222 Ms. Blandon opened the floor to Supervisor requests. There were none.
223
224

225 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**
226

227 Ms. Blandon advised there was no further business to come before the Board and
228 asked for a motion to adjourn the meeting.
229

On a Motion by Mr. Noy, seconded by Ms. Johnson, with all in favor, the Board adjourned the meeting at 11:53 a.m., for the Paseo Community Development District.

230
231
232
233
234 _____
Secretary/Assistant Secretary Chairman/Vice Chair

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

Operation and Maintenance Expenditures
November 2024
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2024 through November 30, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$114,650.43**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paseo Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CenturyLink	20241105-1	311416420 10/24 Autopay	Telephone Services 10/24	\$ 570.70
City of Fort Myers	20241118-1	1-015317-00 10/24 ACH	Compactor 11604 Pasco Grande Blvd 10/24	\$ 4,085.48
Earth Tech Environmental, LLC	100924	10754	Semiannual Preserve Maintenance 11/24	\$ 9,700.00
Florida Power & Light Company	100922	FPL Summary 10/24 ACH 300	FPL Summary 10/24 ACH 300	\$ 11,336.68
Florida Power & Light Company	20241120-1	28467-91263 10/24 ACH	11170 Paseo Dr. #SL 10/24	\$ 48.29
Florida Power & Light Company	20241120-1	76250-95372 10/24 ACH	11047 Esteban Dr. #FNTN 10/24	\$ 531.75
Hotwire Communications, LTD	20241115-1	30210660 11/24 ACH	Internet Services 11/24	\$ 229.99
Johnson Engineering, LLC	100911	20097877-024 10	WUP Compliance Monitoring 10/24	\$ 970.00
Lee County Property Appraiser	100918	12667	2024 Non Ad Valorem Roll	\$ 1,146.00
Matthew J Facciolla	100916	102724 Elite	Guardhouse Sign 10/24	\$ 2,782.00
Matthew J Facciolla	100916	102824 Elite	Light Pole Paint 10/24	\$ 130.00
Paseo CDD	DC 110424	DC 110424	Debit Card Replishment	\$ 292.85

Paseo Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Paseo CDD	DC 111124	DC 111124	Debit Card Replishment	\$ 2,913.75
Paseo CDD	DC 111924	DC 111924	Debit Card Replishment	\$ 1,458.68
Pinnacle Landscapes, Inc.	100912	16744	Sod Replacement 10/24	\$ 250.00
Pinnacle Landscapes, Inc.	100912	16755	Fertilizer 10/24	\$ 1,225.00
Rizzetta & Company, Inc.	100909	INV0000094508	District Management Fees 11/24	\$ 13,041.59
Rizzetta & Company, Inc.	100915	INV0000094627	Amenity Management & Oversight and Personnel Reimbursement 11/24	\$ 3,943.35
Rizzetta & Company, Inc.	100920	INV0000094644	Cell Phone 10/24	\$ 50.00
Rizzetta & Company, Inc.	100923	INV0000095392	Personnel Reimbursement 11/24	\$ 3,119.19
Signarama - Fort Myers	100917	INV-3618-Final	Traffic Signs-Final Balance 11/24	\$ 11,370.22
Southeast Spreading Company, LLC	100925	44594	Mulch Installation 10/24	\$ 39,594.24
Suntech Electrical Contractors, Inc.	100913	5484-101	Lighting Repairs 10/24	\$ 357.45
Superior Waterway Services, Inc.	100919	100152	Quarterly Fountain Maintenance 11/24	\$ 2,625.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Tower Compactor Rentals, LLC	100910	Rental-24-22456	Trash Compactor 11/24	\$ 333.90
Weiser Security Services, Inc	100914	1186089	Guard Weekly Billing 10/18/24-10/24/24	<u>\$ 2,544.32</u>
Report Total				<u>\$ 114,650.43</u>