



Rizzetta & Company

Paseo Community Development District

Board of Supervisors' Meeting August 20, 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

August 12, 2025

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, August 20, 2025 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
 - B. Landscape Liaison
 - C. Condo Assoc. Liaison
 - D. Master Assoc. Liaison
 - E. Chairman
 - F. District Engineer
 - G. District Counsel
 - H. District Manager
(under separate cover)
- 4. BUSINESS ITEMS**
 - A. Public Hearing to Consider the Adoption of the Fiscal Year 2025/2026 Budget(s)
 1. Presentation of the Proposed Final Budget(s) for Fiscal Year 2025/2026..... Tab 1
 2. Consideration of Resolution 2025-03, Relating to the Annual Appropriations and Adopting the Final Budget(s) for Fiscal Year 2025/2026 Tab 2
 3. Consideration of Resolution 2025-04, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026 Tab 3
 - B. Discussion Regarding Possible Landscape Easements
 - C. Consideration of Solitude Lake Management Proposals for Fish Stocking..... Tab 4
 1. Fish Stocking for Midge Flies at Lake 2
 2. Fish Stocking for Snails at Lake 16
 - D. Consideration of Arbitrage Rebate Counselors, LLC Three-Year Engagement Letter for Arbitrage Calculations, Series 2018 Bonds Tab 5
 - E. Consideration of Resolution 2025-05, Adopting a Meeting Schedule for Fiscal Year 2025/2026..... Tab 6

5. BUSINESS ADMINISTRATION

- A. Consideration of the Minutes of the Board of Supervisors' Meeting held on July 23, 2025..... Tab 7
- B. Ratification of the Operations and Maintenance Expenditures for the Month July 2025 Tab 8

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



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Paseo

Community Development District

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**Approved Proposed Budget
Fiscal Year 2025/2026**

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Proposed Budget
Paseo Community Development District
General Fund
Fiscal Year 2025/2026

1

Chart of Accounts Classification		Actual YTD through 07/31/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1							
2	ASSESSMENT REVENUES						
3							
4	<i>Special Assessments</i>						
5	Tax Roll*	\$ 2,020,340	\$ 2,020,340	\$ 1,988,669	\$ 31,671	\$ 2,037,041	\$ 48,372
6							
7	Assessment Revenue Subtotal	\$ 2,020,340	\$ 2,020,340	\$ 1,988,669	\$ 31,671	\$ 2,037,041	\$ 48,372
8							
9	OTHER REVENUES						
10							
11	<i>Interest Earnings</i>						
12	Interest Earnings	\$ 49,625	\$ 59,550	\$ 72,850	\$ (13,300)	\$ 50,000	\$ (22,850)
13	<i>Other Miscellaneous Revenues</i>						
14	Miscellaneous Revenues	\$ 25,577	\$ 30,692	\$ 15,000	\$ 15,692	\$ 20,000	\$ 5,000
15							
16	Other Revenue Subtotal	\$ 75,202	\$ 90,242	\$ 87,850	\$ 2,392	\$ 70,000	\$ (17,850)
17							
18	TOTAL REVENUES	\$ 2,095,542	\$ 2,110,582	\$ 2,076,519	\$ 34,063	\$ 2,107,041	\$ 30,522
19	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
20							
21	EXPENDITURES - ADMINISTRATIVE						
22							
23	<i>Legislative</i>						
24	Supervisor Fees	\$ 9,800	\$ 11,760	\$ 12,000	\$ 240	\$ 12,000	\$ -
25	<i>Financial & Administrative</i>						
26	Accounting Services	\$ 22,067	\$ 26,480	\$ 26,480	\$ (0)	\$ 27,539	\$ 1,059
27	Arbitrage Rebate Calculation	\$ -	\$ -	\$ 450	\$ 450	\$ 450	\$ -
28	Assessment Roll	\$ 5,793	\$ 5,793	\$ 5,793	\$ -	\$ 6,025	\$ 232
29	Auditing Services	\$ 3,600	\$ 3,600	\$ 3,600	\$ -	\$ 3,400	\$ (200)
30	Disclosure Report	\$ 4,166	\$ 4,166	\$ 5,000	\$ 834	\$ 5,000	\$ -
31	District Engineer	\$ 27,625	\$ 33,150	\$ 40,000	\$ 6,850	\$ 40,000	\$ -
32	District Management	\$ 86,881	\$ 104,257	\$ 103,986	\$ (271)	\$ 108,145	\$ 4,159
33	Dues, Licenses & Fees	\$ 175	\$ 210	\$ 175	\$ (35)	\$ 175	\$ -
34	Financial & Revenue Collections	\$ 4,828	\$ 5,794	\$ 5,793	\$ (1)	\$ 6,025	\$ 232
35	Legal Advertising	\$ 2,409	\$ 2,891	\$ 500	\$ (2,391)	\$ 1,500	\$ 1,000
36	Miscellaneous Mailings	\$ -	\$ -	\$ 450	\$ 450	\$ 450	\$ -
37	Public Officials Liability Insurance	\$ 4,372	\$ 4,372	\$ 4,495	\$ 123	\$ 5,419	\$ 924
38	Tax Collector /Property Appraiser Fees	\$ 1,146	\$ 1,146	\$ 1,146	\$ -	\$ 1,146	\$ -
39	Trustees Fees	\$ 4,041	\$ 4,849	\$ 4,041	\$ (808)	\$ 4,041	\$ -
40	Website Hosting, Maintenance, Backup (and Email)	\$ 4,801	\$ 5,761	\$ 3,840	\$ (1,921)	\$ 4,253	\$ 413

Proposed Budget
Paseo Community Development District
General Fund
Fiscal Year 2025/2026

2

Chart of Accounts Classification		Actual YTD through 07/31/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
41	Legal Counsel						
42	District Counsel	\$ 36,912	\$ 44,294	\$ 51,324	\$ 7,030	\$ 52,504	\$ 1,180
43							
44	Administrative Subtotal	\$ 218,616	\$ 258,524	\$ 269,073	\$ 10,549	\$ 278,072	\$ 8,999
45							
46	EXPENDITURES - FIELD OPERATIONS						
47							
48	Security Operations						
49	Access System	\$ 15,829	\$ 18,995	\$ 29,880	\$ 10,885	\$ 29,880	\$ -
50	Guard & Gate Facility Maintenance/Transponders	\$ 29,633	\$ 35,560	\$ 35,000	\$ (560)	\$ 35,000	\$ -
51	Guardhouse Maintenance	\$ 400	\$ 480	\$ 11,272	\$ 10,792	\$ 11,272	\$ -
52	Misc. Operating Supplies	\$ 1,607	\$ 1,928	\$ 1,820	\$ (108)	\$ 1,820	\$ -
53	Security Services and Patrols	\$ 117,896	\$ 141,475	\$ 139,268	\$ (2,207)	\$ 145,101	\$ 5,833
54	Electric Utility Services						
55	Utility - Fountains	\$ 70,182	\$ 84,218	\$ 90,000	\$ 5,782	\$ 82,000	\$ (8,000)
56	Utility - Irrigation	\$ 46,535	\$ 55,842	\$ 65,000	\$ 9,158	\$ 58,000	\$ (7,000)
57	Utility - Street Lights	\$ 15,256	\$ 18,307	\$ 24,000	\$ 5,693	\$ 20,000	\$ (4,000)
58	Utility - Trash Compactor	\$ 359	\$ 431	\$ 520	\$ 89	\$ 500	\$ (20)
59	Utility- Entry Gate System	\$ 13,308	\$ 15,970	\$ 16,600	\$ 630	\$ 14,200	\$ (2,400)
60	Garbage/Solid Waste Control Services						
61	Garbage - Recreation Facility	\$ 46,700	\$ 56,040	\$ 65,000	\$ 8,960	\$ 65,000	\$ -
62	Stormwater Control						
63	Aquatic Maintenance	\$ 23,678	\$ 28,414	\$ 29,552	\$ 1,138	\$ 29,551	\$ (1)
64	Fountain Maintenance Contract	\$ 10,870	\$ 13,044	\$ 10,725	\$ (2,319)	\$ 13,200	\$ 2,475
65	Fountain Service Repairs & Maintenance	\$ 7,506	\$ 9,007	\$ 34,000	\$ 24,993	\$ 34,000	\$ -
66	Water Use/Quality Monitoring	\$ 9,678	\$ 11,614	\$ 11,084	\$ (530)	\$ 13,191	\$ 2,107
67	Wetland Monitoring & Maintenance	\$ 48,954	\$ 58,745	\$ 46,130	\$ (12,615)	\$ 46,500	\$ 370
68	Other Physical Environment						
69	Field Manager/Staffing Costs	\$ 72,336	\$ 86,803	\$ 92,316	\$ 5,513	\$ 104,662	\$ 12,346
70	General Liability Insurance	\$ 7,509	\$ 7,509	\$ 8,394	\$ 885	\$ 9,186	\$ 792
71	Hurricane Related Expenses	\$ 16,722	\$ 20,066	\$ -	\$ (20,066)	\$ -	\$ -
72	Irrigation Repairs/Maint.	\$ 59,812	\$ 71,774	\$ 36,690	\$ (35,084)	\$ 40,000	\$ 3,310
73	Landscape - Annual Flower Replacement	\$ 7,879	\$ 9,455	\$ 8,000	\$ (1,455)	\$ 8,000	\$ -
74	Landscape - Mulch	\$ 67,535	\$ 81,042	\$ 55,711	\$ (25,331)	\$ 62,500	\$ 6,789
75	Landscape - Pest Control	\$ 23,445	\$ 28,134	\$ 72,756	\$ 44,622	\$ 72,756	\$ -
76	Landscape Inspection Services	\$ 10,500	\$ 12,600	\$ 12,600	\$ -	\$ 12,600	\$ -
77	Landscape Maintenance	\$ 303,679	\$ 364,415	\$ 319,096	\$ (45,319)	\$ 367,181	\$ 48,085
78	Landscape Replacement Plants, Shrubs, Trees	\$ 39,770	\$ 47,724	\$ 40,000	\$ (7,724)	\$ 40,000	\$ -
79	Property Insurance	\$ 36,332	\$ 36,332	\$ 37,865	\$ 1,533	\$ 38,530	\$ 665
80	Road & Street Facilities						
81	Gate Phone	\$ 8,057	\$ 9,668	\$ 9,000	\$ (668)	\$ 9,700	\$ 700
82	Roadway Repair & Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -

Proposed Budget
Paseo Community Development District
General Fund
Fiscal Year 2025/2026

3

Chart of Accounts Classification		Actual YTD through 07/31/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
83	Sidewalk Repair & Maintenance	\$ 550	\$ 660	\$ 40,000	\$ 39,340	\$ 10,000	\$ (30,000)
84	Street Light Decorative Light Maintenance	\$ 36,012	\$ 43,214	\$ 12,000	\$ (31,214)	\$ 30,000	\$ 18,000
85	Street/Sidewalk Cleaning	\$ 45,128	\$ 54,154	\$ 28,600	\$ (25,554)	\$ 37,058	\$ 8,458
86	<i>Parks & Recreation</i>						
87	Misc. Maintenance and Repair	\$ 13,972	\$ 16,766	\$ 8,100	\$ (8,666)	\$ 10,000	\$ 1,900
88	<i>Contingency</i>						
89	Capital Projects	\$ 98,950	\$ 118,740	\$ 230,160	\$ 111,420	\$ 191,273	\$ (38,887)
90	Capital Projects - Asset Review Projects	\$ -	\$ -	\$ 161,307	\$ 161,307	\$ 161,307	\$ -
91	Capital Projects - Sod Replacement	\$ 12,330	\$ 14,796	\$ 20,000	\$ 5,204	\$ 20,000	\$ -
92							
93	Field Operations Subtotal	\$ 1,318,909	\$ 1,573,923	\$ 1,807,446	\$ 233,523	\$ 1,828,969	\$ 21,523
94							
95	TOTAL EXPENDITURES	\$ 1,537,525	\$ 1,832,447	\$ 2,076,519	\$ 244,072	\$ 2,107,041	\$ 30,522
96							
97	EXCESS OF REVENUES OVER EXPENDITURES	\$ 558,017	\$ 278,135	\$ -	\$ 278,135	\$ -	\$ -
98							

Proposed Budget

Paseo Community Development District

Reserve Fund

Fiscal Year 2025/2026

4

Comments

[illegible]

Chart of Accounts Classification		Actual YTD through 07/31/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll*	\$ 222,850	\$ 222,850	\$ 222,850	\$ -	\$ 170,000	\$ (52,850)
6							
7	Assessment Revenue Subtotal	\$ 222,850	\$ 222,850	\$ 222,850	\$ -	\$ 170,000	\$ (52,850)
8							
9	OTHER REVENUES						
10							
11	Interest Earnings						
12	Interest Earnings	\$ 47,931	\$ 57,517	\$ 27,150.00	\$ 30,367	\$ 30,000	\$ 2,850
13							
14	Other Revenue Subtotal	\$ 47,931	\$ 57,517	\$ 27,150	\$ 30,367	\$ 30,000	\$ 2,850
15							
16	TOTAL REVENUES	\$ 270,781	\$ 280,367	\$ 250,000	\$ 30,367	\$ 200,000	\$ (50,000)
17	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
18							
19	EXPENDITURES						
20							
21	Contingency						
22	Capital Reserves	\$ 124,020	\$ 148,824	\$ 250,000	\$ 101,176	\$ 200,000	\$ (50,000)
23							
24	TOTAL EXPENDITURES	\$ 124,020	\$ 148,824	\$ 250,000	\$ 101,176	\$ 200,000	\$ (50,000)
25							
26	EXCESS OF REVENUES OVER EXPENDITURES	\$ 146,761	\$ 131,543	\$ -	\$ 131,543	\$ -	\$ -
27							

Debt Service

Fiscal Year 2025/2026

Chart of Accounts Classification	Series 2018	Budget for 2025/2026
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$771,656.91	\$771,656.91
TOTAL REVENUES	\$771,656.91	\$771,656.91
EXPENDITURES		
Administrative		
Debt Service Obligation	\$771,656.91	\$771,656.91
Administrative Subtotal	\$771,656.91	\$771,656.91
TOTAL EXPENDITURES	\$771,656.91	\$771,656.91
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Lee County Collection Early Payment Discounts (4%):

4.00%

GROSS ASSESSMENTS

\$803,809.28

Notes:

Tax Roll Early Payment Discount for Lee County is 4.0% of Tax Roll.
Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less any Prepaid Assessments Received

PASEO COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$2,207,040.60	2024/2025 O&M Budget:	\$2,211,518.59
Early Payment Discount:	4%	\$91,960.02	2025/2026 O&M Budget:	\$2,207,040.60
Tax Collector Fee (\$1.84 per parcel):		\$2,108.64		
2025/2026 Total:		\$2,301,109.26	Total Difference:	-\$4,477.99

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
Multi-Family	Series 2018 Debt Service	\$524.34	\$524.34	\$0.00	0.00%
	Operations/Maintenance	\$1,687.76	\$1,719.02	\$31.26	2.00%
	Capital Project Assessment ⁽¹⁾	\$355.83	\$320.48	-\$35.35	-10.00%
	Total	\$2,567.93	\$2,563.84	-\$4.09	0.00%
Single Family	Series 2018 Debt Service	\$1,048.67	\$1,048.67	\$0.00	0.00%
	Operations/Maintenance	\$1,596.64	\$1,627.93	\$31.29	2.00%
	Capital Project Assessment ⁽¹⁾	\$355.83	\$320.48	-\$35.35	-10.00%
	Total	\$3,001.14	\$2,997.08	-\$4.06	0.00%
Villa	Series 2018 Debt Service	\$1,048.67	\$1,048.67	\$0.00	0.00%
	Operations/Maintenance	\$1,596.64	\$1,627.93	\$31.29	2.00%
	Capital Project Assessment ⁽¹⁾	\$355.83	\$320.48	-\$35.35	-10.00%
	Total	\$3,001.14	\$2,997.08	-\$4.06	0.00%

⁽¹⁾ Capital Project Assessment covers budgeted expenses associated with capital projects planned for Fiscal Year 2025-2026.

TOTAL O&M BUDGET		\$1,788,960.27
EARLY PAYMENT DISCOUNTS	4.0%	\$74,540.01
TAX COLLECTOR FEE (\$1.84/PARCEL)		\$2,108.64
TOTAL O&M ASSESSMENT		<u>\$1,865,608.92</u>

TRASH COMPACTOR ASSESSMENT ⁽²⁾		\$65,500.00
EARLY PAYMENT DISCOUNTS @	4.0%	\$2,729.17
TOTAL TRASH COMPACTOR ASSESSMENT		<u>\$68,229.17</u>

CAPITAL PROJECT ASSESSMENT		\$352,580.33
EARLY PAYMENT DISCOUNTS @	4.0%	\$14,690.85
TOTAL CAPITAL PROJECT ASSESSMENT		<u>\$367,271.18</u>

UNITS ASSESSED		
LOT SIZE	O&M	SERIES 2018 DEBT SERVICE ⁽¹⁾
Multi-Family (A-1)	271	268
Multi-Family (A-2)	478	477
Single Family (A-1)	137	134
Single Family (A-2)	184	184
Villa (A-2)	76	76
	<u>1146</u>	<u>1139</u>

ALLOCATION OF O&M ASSESSMENT			
EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
1.00	271.00	23.65%	\$441,169.30
1.00	478.00	41.71%	\$778,151.01
1.00	137.00	11.95%	\$223,026.55
1.00	184.00	16.06%	\$299,539.30
1.00	76.00	6.63%	\$123,722.76
	<u>1146.00</u>	<u>100.00%</u>	<u>\$1,865,608.92</u>

ALLOCATION OF TRASH COMPACTOR ASSESSMENT ⁽²⁾			
EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL TRASH COMP.
1.00	271.00	36.18%	\$24,686.39
1.00	478.00	63.82%	\$43,542.78
0.00	0.00	0.00%	\$0.00
0.00	0.00	0.00%	\$0.00
0.00	0.00	0.00%	\$0.00
	<u>749.00</u>	<u>100.00%</u>	<u>\$68,229.17</u>

ALLOCATION OF CAPITAL PROJECT ASSESSMENT ⁽³⁾			
EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL CAPITAL PROJ.
1.00	271.00	23.65%	\$86,850.34
1.00	478.00	41.71%	\$153,189.90
1.00	137.00	11.95%	\$43,905.89
1.00	184.00	16.06%	\$58,968.50
1.00	76.00	6.63%	\$24,356.55
	<u>1146.00</u>	<u>100.00%</u>	<u>\$367,271.18</u>

PER LOT ANNUAL ASSESSMENT			
O&M	CAPITAL PROJ. ASSESSMENT	SERIES 2018 DEBT SERVICE ⁽¹⁾	TOTAL ⁽⁴⁾
\$1,719.02	\$320.48	\$524.34	\$2,563.84
\$1,719.02	\$320.48	\$524.34	\$2,563.84
\$1,627.93	\$320.48	\$1,048.67	\$2,997.08
\$1,627.93	\$320.48	\$1,048.67	\$2,997.08
\$1,627.93	\$320.48	\$1,048.67	\$2,997.08

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

(\$76,648.65)

(\$2,729.17)

(\$14,690.85)

Net Revenue to be Collected:

\$1,788,960.27

\$65,500.00

\$352,580.33

⁽¹⁾ Reflects the number of total lots with Series 2018 debt outstanding.

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

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

⁽⁴⁾ Annual assessment that will appear on November 2025 Lee County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

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

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

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

EXPENDITURES – ADMINISTRATIVE:

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

EXPENDITURES:

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

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



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DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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



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Tab 2

RESOLUTION 2025-03

THE ANNUAL APPROPRIATION RESOLUTION OF THE PASEO COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2025, submitted to the Board of Supervisors (“**Board**”) of the Paseo Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2025/2026**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

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

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, if applicable, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended (if applicable), shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Paseo Community Development District for the Fiscal Year Ending September 30, 2026.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025/2026, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

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

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025/2026 or within sixty (60) days following the end of the Fiscal Year 2025/2026 may amend its Adopted Budget for that fiscal year as follows:

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

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

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

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

PASSED AND ADOPTED THIS 20TH DAY OF AUGUST, 2025.

ATTEST:

**PASEO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A
Fiscal Year 2025/2026 Budget

Tab 3

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PASEO COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

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

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

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

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

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2025/2026; and

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 20TH DAY of AUGUST, 2025.

ATTEST:

**PASEO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By:_____

Its:_____

Exhibit A: Budget

Exhibit B: Assessment Roll

Exhibit A
Fiscal Year 2025/2026 Budget

Exhibit B
Assessment Roll

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

Tab 4

SERVICES AGREEMENT

PROPERTY NAME: Paseo CDD

CUSTOMER NAME: Paseo CDD

SERVICE DESCRIPTION: **One Time Stocking of Redear Sunfish and Bluegill for Midge Fly Control in Lake #2**

EFFECTIVE DATE: August 4, 2025

SUBMITTED TO: Kari Hardwick

SUBMITTED BY: Bailey Hill, Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

PASEO CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

Fish Stocking:

1. The following types and sizes of fish will be stocked in the waterbody:

<u>Pond</u>	<u>Quantity</u>	<u>Species</u>	<u>Size</u>
2	800	Redear Sunfish	4.5-5.5"
2	800	Bluegill	4.5-5.5"

2. Price includes the cost, delivery, and tempered release of all the above specified fish.
3. **If the specified sizes of fish are unavailable, Company will notify the client and gain their approval prior to modifying the order.**
4. Price includes any application, permit, or processing fees required by the State (if applicable).

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$4,150.00** Price is valid for 60 days from the Effective Date

SERVICES AGREEMENT

PROPERTY NAME: Paseo CDD

CUSTOMER NAME: Paseo CDD

SERVICE DESCRIPTION: **One Time Stocking of Redear Sunfish in Lake #16**

EFFECTIVE DATE: August 4, 2025

SUBMITTED TO: Kari Hardwick

SUBMITTED BY: Bailey Hill, Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

PASEO CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

Fish Stocking:

1. The following types and sizes of fish will be stocked in the waterbody:

<u>Pond</u>	<u>Quantity</u>	<u>Species</u>	<u>Size</u>
16	800	Redear Sunfish	4.5-5.5"

2. Price includes the cost, delivery, and tempered release of all the above specified fish.
3. **If the specified sizes of fish are unavailable, Company will notify the client and gain their approval prior to modifying the order.**
4. Price includes any application, permit, or processing fees required by the State (if applicable).

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$2,216.00** Price is valid for 60 days from the Effective Date

Tab 5

Arbitrage Rebate Counselors, LLC

Arbitrage Regulations Compliance for Issuers of Tax-Exempt Bonds

April 1, 2025

Paseo Community Development District
c/o Ms. Shandra Torres
Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

Re: Proposal – Annual Arbitrage Calculations – \$9,625,000 Paseo Community Development District – Capital Improvement Revenue Refunding Bonds, Series 2018 (“Series 2018”)

Dear Paseo Community Development District:

Arbitrage Rebate Counselors is pleased to provide you with this proposal to perform annual arbitrage calculations for the above-referenced Paseo Community Development District’s (the “District”) Series 2018.


We understand that proceeds of Series 2018 were used to provide funds to: (1) currently refund the District’s 2011A-1 and 2011A-2 Bonds, (2) pay costs of issuance of Series 2018, and (3) make a deposit into the Reserve Account for the 2018 Series.

We propose to perform three annual arbitrage calculations: the first, for the year November 14, 2024 to November 14, 2025; the second, for the year November 14, 2025 to November 14, 2026; and the third, for the year November 14, 2026 to November 14, 2027.

Our services include: (1) obtaining all relevant records, (2) compiling a computerized record of all project investments, interest earnings and disbursements, (3) calculating bond yield, (4) computing arbitrage liability, (5) performing “spending exceptions” analyses, (6) preparing arbitrage opinion letter, and (7) assisting with making arrangements for paying any arbitrage due.

Our fee to prepare each annual arbitrage calculation is a “flat-fee” of \$400.00, or a total of \$1,200.00 for all three calculations.

Sincerely yours,


John C. Rogers
President

Acknowledged and accepted:

Signed: _____
Name: _____
Title: _____
Date: _____

Tab 6

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PASEO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2025/2026, AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

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

1. The Fiscal Year 2025/2026 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

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

PASSED AND ADOPTED THIS 20th DAY OF AUGUST, 2025.

**PASEO COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
PASEO COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026

October 22, 2025
December 3, 2025
January 28, 2026
February 25, 2026
March 25, 2026
April 22, 2026
May 27, 2026
June 24, 2026
July 22, 2026
August 19, 2026
September 23, 2026

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

Tab 7

MINUTES OF MEETING

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

**PASEO
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Paseo Community Development District was held on **Wednesday, July 23, 2025 at 10:01 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
Ian Noy	Board Supervisor, Assistant Secretary (joined meeting in progress via Teams)

Also present were:

Belinda Blandon	Sr. District Manager, Rizzetta & Company, Inc.
Zachary Grubb	Administrative Assistant, Rizzetta & Company, Inc.
Andrew Cohen	District Counsel
	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Frank Savage	Barraco & Associates, Inc.
John Fowler	Landscape Inspection Services, Rizzetta & Company, Inc.
Spencer Gonzales	Landscape Inspection Services, Rizzetta & Company, Inc.
Joe Green	Pinnacle Landscapes
Ted Galeano	Pinnacle Landscapes

Audience

FIRST ORDER OF BUSINESS

Call to Order

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

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

SECOND ORDER OF BUSINESS

Public Comment

Mr. Cabell opened the floor to audience comments.

Mr. Heather addressed the Board regarding drainage concerns along Paseo Drive, turf concerns along the parkways, as well as concerns related to hog damage.

THIRD ORDER OF BUSINESS

Staff Reports

A. Landscape Inspection Services

Mr. Fowler provided a brief overview of the July 8, 2025 Landscape Inspection Report and responded to questions from the Board. Ms. Johnson spoke regarding great strides made by Pinnacle and provided an overview of the proposals requested.

B. Landscape Liaison

Ms. Johnson provided an overview of proposals that she has executed since the last meeting and reviewed the proposals that are in the agenda for ratification.

On a Motion by Mr. Gammon, seconded by Mr. Cabell, with all in favor, the Board Ratified the Execution of the Pinnacle Landscapes Proposal for Enhancements Along Paseo Drive (Estimate 5040 in the amount of \$3,627.50, Estimate 5041 in the amount of \$9,922.00, and Estimate 5064 in the amount of \$5,400.00, Totaling \$18,949.50), for the Paseo Community Development District.

Ms. Johnson provided an overview of the onsite meeting she held with Mr. Galeano of Pinnacle regarding various outstanding proposals. She advised of a concern received regarding the mulch/turf line along the fence at the west side of the community. The Board agreed to let this sit, to be revisited next fiscal year, as the landscape line item is currently over budget. Ms. Blandon advised that she would forward Ms. Johnson's report to the Board.

C. Condo Assoc. Liaison

Mr. Shimer provided an overview of his meetings with Mr. Cirrone of the Condo Association related to Phase 2 construction and landscaping concerns. He advised the Board of issues that have delayed the construction process. Ms. Johnson asked that Mr. Shimer follow up with the Condo Association regarding protection of stormwater inlets as well as the status of the Easements.

D. Master Assoc. Liaison

Ms. Johnson advised she had no report and would defer to Counsel regarding an update on the sale of Tract E1 to the Master Association.

E. Chairman

Mr. Cabell provided an update on the FL Class as well as proposals executed since the previous meeting.

85 F. District Engineer

86 Mr. Savage provided a brief overview of his report and asked if there were
87 any questions. The Board asked that Mr. Savage review the drainage
88 concern on Paseo Drive as mentioned at the onset of the meeting.
89 Discussion ensued regarding the drains at the gazebos, which may or may
90 not be the cause of the failing pavers at the Southeast gazebo, Ms. Blandon
91 recommended having these drains added to the GIS.
92

93 G. District Counsel

94 Mr. Cohen advised that the Tract E1 litigation is complete for now, all have
95 agreed to the purchase contract, and the Master Association is working on
96 the lot split. Mr. Cohen advised that Rizzetta has filed a motion to dismiss
97 related to their inclusion in the lawsuit related to the bicycle accident. He
98 further advised that Hardscape Easements have been prepared and are still
99 in process of being signed and recorded.
100

101 H. District Manager

102 Ms. Blandon advised that the next meeting will be held on August 20, 2025
103 at 10:00 a.m., she reminded the Board that the budget public hearing would
104 be held during the next meeting and confirmed that a quorum would be
105 present. She provided an overview of financials and advised that she will
106 soon provide a recommendation for a transfer to the reserve fund. Ms.
107 Blandon advised that with the aging irrigation system, it may be in the best
108 interest of the District to increase the irrigation repair line item. Mr. Noy
109 inquired as to whether there is an irrigation sensor on the system that alerts
110 of an irrigation leak. Ms. Blandon advised that the pump system would notify
111 of a main line break.
112

113 **FOURTH ORDER OF BUSINESS**

**Ratification of Pinnacle Landscapes
Proposals**

114
115
116 This item was discussed/ratified during the Landscape Liaison Report.
117

118 **FIFTH ORDER OF BUSINESS**

**Consideration of Southeast Spreading
Proposal for Fall Mulch Application**

119
120
121 Ms. Blandon provided an overview of the proposal, totaling \$40,476.80. She advised
122 that Southeast has already accounted for the Paseo Drive project and has removed that
123 mulch from the current proposal. She further advised that Southeast will not be mulching
124 the 60 new Shady Lady trees as that mulch is fresh.
125

<p>On a Motion by Mr. Cabell, seconded by Mr. Gammon, with all in favor, the Board Approved the Southeast Spreading Proposal, totaling \$40,476.80, for the Fall 2025 Mulch Application, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.</p>

SIXTH ORDER OF BUSINESS

**Consideration of Proposals for
Quarterly Pressure Washing of the Pier**

Ms. Bandon provided an overview of the proposals received from Fresh Finish Pressure Washing, totaling \$225 quarterly or \$900 annually, and iWash FL, totaling \$295 quarterly or \$1,300 annually. Board discussion ensued.

On a Motion by Mr. Noy, seconded by Mr. Cabell, with all in favor, the Board Approved the iWashFL Proposal for Quarterly Pressure Washing of the Pier, totaling \$295 quarterly or \$1,300 annually, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors Meeting held on
June 04, 2025**

Ms. Bandon presented the minutes of the Board of Supervisors meeting held on June 04, 2025 and asked if there were any questions, comments, and/or changes. There were none.

On a Motion by Mr. Gammon, seconded by Ms. Johnson, with all in favor, the Board Approved the Minutes of the Board of Supervisors Meeting held on June 04, 2025, for the Paseo Community Development District.

EIGHTH ORDER OF BUSINESS

**Ratification of the Operations and
Maintenance Expenditures for the
Months of May and June 2025**

Ms. Bandon advised that the Operations and Maintenance expenditures for the period of May 1-31, 2025 total \$254,848.00 and the expenditures for the period of June 1-30 total \$191,384.58 and asked if there were any questions. There were none.

On a Motion by Ms. Johnson, seconded by Mr. Gammon, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Month of May 2025, totaling \$254,848.00 and the Month of June 2025, totaling \$191,384.58, for the Paseo Community Development District.

NINTH ORDER OF BUSINESS

Supervisor Requests

Ms. Bandon opened the floor to Supervisor requests.

Ms. Johnson inquired as to the fish stocking proposal for the irrigation lake. She further asked that the GIS be updated after the lot split and include condo building numbers in the update.

160
161 Mr. Cabell thanked staff for being proactive. He further advised that Ms. Darla Bonk
162 responded to his email of thanks related to the water main break.
163

164 Mr. Shimer advised that the roadway repair at Delicia and Adoncia is complete.
165

166 **TENTH ORDER OF BUSINESS**

Adjournment

167
168 Ms. Blandon advised there was no further business to come before the Board and
169 asked for a motion to adjourn the meeting.
170

On a Motion by Ms. Johnson, seconded by Mr. Cabell, with all in favor, the Board adjourned
the meeting at 10:57 a.m., for the Paseo Community Development District.

171
172
173
174
175 _____
Secretary/Assistant Secretary

Chairman/Vice Chair

Tab 8

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

July 2025

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2025 through July 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$148,001.35**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paseo Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barraco and Associates, Inc.	101108	29797	Engineering Services 07/25	\$ 2,790.00
CenturyLink	20250708-1	311416420 06/25 ACH	Telephone Services 06/25	\$ 579.73
City of Fort Myers	20250716-2	1-015317-00 06/25 ACH	Compactor 11604 Pasco Grande Blvd 06/25	\$ 4,172.04
Crystal Clean Inc.	101116	N7996	Cleaning Services 07/25	\$ 948.60
David W Cabell	20250730-4	DC072325 ACH	Board of Supervisor Meeting 07/23/25	\$ 200.00
Debra Johnson	20250730-3	DJ072325 ACH	Board of Supervisor Meeting 07/23/25	\$ 200.00
Florida Department of Revenue	20250716-1	Sales Tax 06/25	Sales Tax 06/25	\$ 120.44
Florida Power & Light Company	20250717-1	FPL Summary 06/25 ACH 300	FPL Summary 06/25 ACH 300	\$ 13,259.96
Florida Power & Light Company	20250721-1	28467-91263 06/25 ACH	1117 Paseo Dr. #SL 06/25	\$ 41.67
Florida Power & Light Company	20250721-1	76250-95372 06/25 ACH	11047 Esteban DR #FNTN 06/25	\$ 567.24
Greatview Lawncare, LLC	101109	19195	Tree Installation & Maintenance 06/25	\$ 32,640.30
Hotwire Communications, LTD	20250715-1	30210660 07/25 ACH	Internet Service 07/25	\$ 229.99

Paseo Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ian Y Noy	20250730-1	IN072325 ACH	Board of Supervisor Meeting 07/23/25	\$ 200.00
Kent Gammon	20250730-2	KG072325 ACH	Board of Supervisor Meeting 07/23/25	\$ 200.00
Naples Electric Motor Works Inc	101110	28040	Irrigation Services 07/25	\$ 2,994.16
New IQ, LLC	101100	45924	Annual Gate Maintenance 07/25	\$ 1,420.00
New IQ, LLC	101100	46385	Service Call 06/25	\$ 186.00
New IQ, LLC	101111	46627	Service Call 07/25	\$ 54.00
Persson, Cohen & Mooney, P.A.	101112	6161	Legal Services 06/25	\$ 405.00
Persson, Cohen & Mooney, P.A.	101112	6162	Legal Services 06/25	\$ 2,843.00
Pinnacle Landscapes, Inc.	101113	17384	Pest Control Services 06/25	\$ 1,100.00
Pinnacle Landscapes, Inc.	101113	17385	General Monthly Maintenance 06/25	\$ 21,736.00
Pinnacle Landscapes, Inc.	101113	17410	Irrigation Repairs 06/25	\$ 344.00
Pinnacle Landscapes, Inc.	101113	17417	Tree Removal 07/25	\$ 465.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pinnacle Landscapes, Inc.	101124	17454	Irrigation Repairs 07/25	\$ 3,627.50
Pinnacle Landscapes, Inc.	101124	17455	Landscape Maintenance 07/25	\$ 680.00
Pinnacle Landscapes, Inc.	101124	17462	Landscape Maintenances 07/25	\$ 9,922.00
Pinnacle Landscapes, Inc.	101124	17472	Enhancement/Tree Removal #2 & Mulch Install 07/25	\$ 2,100.00
Pinnacle Pest Management Services, Inc.	101125	10035	Monthly Rodent Baiting 07/25	\$ 75.00
Rizzetta & Company, Inc.	101103	INV0000100476	District Management Fees 07/25	\$ 13,041.59
Rizzetta & Company, Inc.	101106	INV0000100593	Management & Personnel 07/25	\$ 4,124.74
Rizzetta & Company, Inc.	101107	INV0000100654	Cell Phone Reimbursement 06/25	\$ 50.00
Rizzetta & Company, Inc.	101118	INV0000100711	Personnel Reimbursement 07/25	\$ 1,519.97
Robert C Shimer	101126	RS072325	Board of Supervisor Meeting 07/23/25	\$ 200.00
Solitude Lake Management, LLC	101117	PSI182332	Monthly Maintenance 07/25	\$ 2,367.87
Superior Waterway Services, Inc.	101104	107291	Monthly Water Maintenance 03/25-06/25	\$ 3,600.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SWFL Exterior Cleaning, LLC	101105	1510	Treat Asphalt Staquin on Pavers 06/25	\$ 3,994.76
TEM Systems, Inc.	101114	i12310	Service Call 07/25	\$ 123.75
Tower Compactor Rentals, LLC	101101	Rental-25-15665	Trash Compactor 07/25	\$ 333.90
Tower Compactor Rentals, LLC	101127	RENTAL-25-20751	Trash Compactor 07/25	\$ 86.40
Valley National Bank	20250731-1	Valley CC 06/25 ACH - 300	Credit Card Expense 06/25	\$ 731.62
Weiser Security Services, Inc	101102	1219529	Guard Weekly Billing 06/13/25-06/19/25	\$ 2,709.12
Weiser Security Services, Inc	101115	1220456	Guard Weekly Billing 06/20/25-06/26/25	\$ 2,709.12
Weiser Security Services, Inc	101115	1222047	Guard Weekly Billing 06/27/25-07/03/25	\$ 2,709.12
Weiser Security Services, Inc	101128	1223064	Guard Weekly Billing 07/04/25-07/10/25	\$ 2,888.64
Weiser Security Services, Inc	101128	1223942	Guard Weekly Billing 07/11/25-07/17/25	<u>\$ 2,709.12</u>
Report Total				<u>\$ 148,001.35</u>