



Rizzetta & Company

Paseo Community Development District

Board of Supervisors' Meeting December 03, 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

November 26, 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, December 03, 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
 1. Review of November 5, 2025 Report..... Tab 1
 - B. Landscape Liaison
 - C. Condo Assoc. Liaison
 - D. Master Assoc. Liaison
 - E. Chairman
 - F. District Engineer Tab 2
 - G. District Counsel
 - H. District Manager (under separate cover)
 1. Presentation of Website Audit Report..... Tab 3
- 4. BUSINESS ITEMS**
 - A. Consideration of Johnson Engineering Proposal for 25-26 Water User Compliance Monitoring..... Tab 4
 - B. Consideration of Revolution Fence Co. Proposal for Installation of Gates Along Penzance West Fence Line..... Tab 5
 - C. Consideration of Dueall Construction Recommendation for Staging Area 21..... Tab 6
 - D. Consideration of Request to Add Entry Directional Sign Tab 7
 - E. Discussion Regarding Entry Water Feature and Options
 - F. Discussion Regarding Virtual Access to Meetings
 - G. Discussion Regarding Resident Request to Name Lakes
 - H. Discussion Regarding Request for Additional Pet Waste Stations
 - I. Discussion Regarding Painting of Monument Signs
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on October 29, 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

PASEO

LANDSCAPE INSPECTION REPORT



November 5, 2025
Rizzetta & Company
Spencer Gonzales— Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary & Zone 1

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

Zone 1 Penzance, Guardhouse & Paseo Grande

Zone 2 Condos, west of Paseo Grande,

Zone 3 Condos, east of Paseo Grande

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

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

Zone 6 Adelio, Dario & Adora

Zone 7 Esteban, (both sides) & Macario

Zone 8 Hidalgo, Falisto & Renata

1. Freshly laid mulch near the Palmino Paseo monument was laid over bed weeds and in beds without fresh edges. Leaving the work look unfinished and lacking crisp lines. (Pic 1)



...turf was left between the cypress knees within the vegetation buffer, also near Light Poles 78 and 79 (Pic 4).



2. Two ant piles were observed near light pole 78 on Penzance.
3. Behind the vegetation buffer near Light Pole (LP) 78, a mohawk of missed turf was visible in the mowing pattern.
4. Another mohawk of missed....
5. Another area missed string trimming near LP 71.
6. The hedges near LP68 are due for a trim, as they are beginning to touch each other where spacing is intended. (Pic 6>)
7. Near LP 54, Brazilian Pepper is growing through the Mexican Petunias on Penzance.

Zone 1

8. Near LP52, the asphalt walkway has weeds or turf starting to sprout in the cracks along the edge of the path.
9. Foxtail palm is sprouting through the jasmine near LP 50.
10. Along the Penzance fence near LP 46, and in other areas along the border with Palba.
11. The western portion of Penzance was being trimmed and cut back during my visit. The transformation was dramatic, and the crews were clearly putting in significant effort to improve the space (Pic 11).



12. Successful evidence of chemical treatment on bed weeds was observed at the main entrance. Overall, this area appeared largely weed-free.

13. Noting that the green island ficus along the eastern curb of the entrance has several lower branches missed during the last trim, now extending beyond the overall shape and resting on the curb. These could be easily trimmed with an edger.
14. Podocarpus at the Southeast Gazebo need a trim on the top.
15. Near the gazebo, there is a distressed maple with a large wound from a previous failure. No remedial pruning appears to have been done to clean the wound. The affected leader likely needs to be removed, as there is little to no vigor remaining, and decay has been allowed to advance rapidly over a large surface area without any compartmentalization. For reference, reviewing CODIT (Compartmentalization of Decay in Trees) would help illustrate the importance of proper wound management. (Pic 15>)
16. The northeast gazebo has invasive plants growing within the shrubs and hedges.
17. The podocarpus and trinettes should be given some separation during the next trim cycle. (Pic 17>)
18. Please inspect the maple near LP 107 for signs of vigor (Pic 18).



Zone 1

19. Near LP 58, at the entrance to the clubhouse parking lot, sod damage was observed from a truck or other vehicle driving over the turf. This area should be proposed for sod replacement.

20. Near LP 61 and in other areas along the Paseo Grande sidewalk, oak tree roots are visibly lifting and shifting the hardscape. Many of these trees may be good candidates for root pruning and barrier installation.

21. The Shady Lady on Paseo Grande near LP 71 still has its guide pole attached and appears to be warping at the base of the trunk, likely due to improper staking since it was not sold with this bend.



22. A hotspot was observed on the left side of the walkway and at the rear of the northwest gazebo.

23. Noting the hardscape walkway between the western gazebos appears to be washing out or losing its level on the roadside. (Pic 23)



24. Crack weeds are beginning to appear in small numbers at the southwest gazebo. Please treat this area.

25. A Florida strangler fig was observed growing out of the podocarpus at the southwest gazebo.

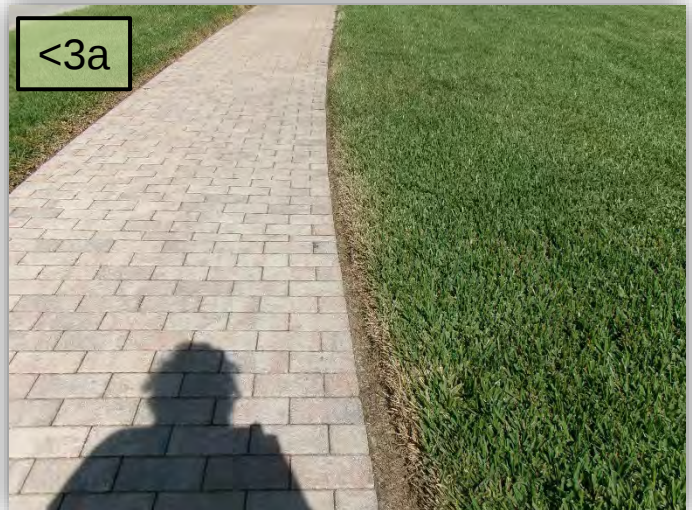


Zone 2

1. A pond apple was observed growing around the lake adjacent to Bibiana. These trees are excellent wetland species and provide valuable habitat. However, I do not have a professional opinion on whether it should remain or be removed, as that would depend on the lake's engineering design considerations. (Pic 1a, pic 1b>)



6. Near LP 161, an example of what happens when trees stakes and guides are not removed. (Pic2)



3. Along Bibiana between Emilia and Rosalinda, it seems a chemical edge was applied, or the spray used one crack weeds drained through to the edges of the walkways and burned the edges of the turf. (Pic 3a>, Pic3b>)



Zone 3

1. Near the lake at the corner of Palomino, on the western portion where it meets Zone 3, the fenced border adjacent to the conservation area needs a cutback. Although this area is not highly visible to most residents or passersby, it's important to maintain all infrastructure consistently. The trees in this section should also be maintained—at minimum, lifted to a reasonable clearance height (8 feet preferred, though slightly lower may be acceptable given the location) and pruned to reduce overextended branches that could fail and create large, non-healable wounds. (Pic 1a, 1b)



2. Invasive earleaf acacia was also observed growing near the oaks.
3. A hotspot, or possibly another type....

of issue, was observed near Javiera and Nalda. Please check whether this is related to pests or disease. (Pic 2)



4. Several trees on Javiera show damage from guide poles. Prioritize these for removal, as they are the most affected. (Pic 4a, 4b)



Zone 4

1. The Sarita roundabout install looks much improved. It's a great selection that will form a strong second tier. Is it possible to get to mulch to match? (Pic 1)



2. Noting that the dwarf Ixora in the Mercado roundabout is still looking unwell. It may be worth checking the water here, as overwatering can cause yellowing leaves, as can a lack of acidity in the soil.
3. Noting broadleaf weeds growing along the edges of the Provencia roundabout. (Pic 3)



4. Noting that Mexican petunias are pushing through the trinnette shrubs in the Provencia roundabout. (Pic 4>)



Zone 5

1. Mexican petunias are encroaching on the fakahatchee grasses along Paseo Dr. Near LP 316 (Pic 1)



6. As a side note, is the hard-cut pruning intentional, or is it the result of missed trim cycles that then require a hard cut to keep plants within size? I've noticed occasional hard cuts in various areas. (Pic 6)



2. The podocarpus near the bridge needs a trim scheduled for the tops.
3. Check other areas of podocarpus around the bridge for unwanted vines growing through them. Next trim cycle these need to be mechanically removed. (Pic 3)



7. Guide poles are left remaining in newly planted jatropa. Near LP 318.
8. Crotons are showing signs of pest and disease, suggesting something may be spreading. When considering replacements for the dead crotons, it may be worth determining whether crotons are the right plant for this area. Ensure right plant, right place once further investigation is complete. (Pic 8)



4. Branches from the oaks are getting close to touching the understory. When pruning is carried out, ensure proper clearance and separation between species.
5. The trinettes south of the Esperanza monument have volunteer or unwanted weeds growing through them.



Zone 6

1. At the Adelio entrance, palm sprouts are growing through the lower shrubs. While addressing this, also ensure the shrubs are rebounding, likely after another hard cut (Pic 1).



2. Excellent work cutting back the bougainvillea on the Adelio roundabout.
3. Hot spot located on the south side of the Adelio roundabout. (Pic 3)



4. The Dario way bougainvillea at the roundabout was also reduced well (Pic 4>).



Zone 7

1. Noting the dead headge material at the entrance of Esteban. (Pic 1)



2. The Hildago roundabout had some burn around the bed edges and concrete joints, possibly from overspray. (Pic 2)



Zone 8

1. The Falisto roundabout had a hard cut — or is there another cause? (Pic 1)



Tab 2

MEMORANDUM

TO:	Paseo Community Development District ("CDD") ("District")	FROM:	Frank Savage
COMPANY:	Rizzetta and Company ("District Management")	DATE:	November 25, 2025
COPY TO:	Kari Hardwick, Belinda Blanton	PROJECT NUMBER:	22168
RE:	Engineer's Staff Report – Board of Supervisors ("BOS") Meeting – December 3, 2025		

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

- Comprehensive inspection of drainage storm sewer system: At a prior BOS meeting, BAI staff was authorized to perform a comprehensive inspection of the community's 300+ storm sewer drainage structures. These structures were inspected for sediment accumulation and/or any other noted deficiencies or signs of distress, with conditions noted within individual inspection reports for each structure. These individual reports have been compiled into a comprehensive overall inspection report which will be provided to District Management. Updates will be provided during the BOS meeting should any further activity take place between now and the date of the meeting.
- Lake bank inspection: At the most recent BOS meeting, BAI staff was authorized to perform an inspection of the lake banks within the boundary of the District and generate exhibits depicting the current erosion conditions. Accordingly, a representative of the BAI inspection team provided observations and collected data over the lake banks on or around November 7, 2025. The data collected from the inspector was processed internally and currently the exhibits are being generated. Updates will be provided during the BOS meeting should any further activity take place between now and the date of the meeting.
- In addition to those items outlined above herein, BAI staff has investigated and/or is continuing to obtain information on the following, outlined below. Additional updates will be provided during the BOS meeting should any further activity take place between now and the date of the meeting.
 - Perimeter berm Phase 1 restoration limits;
 - Phase 2 condominium restoration fluid spill identification.

Tab 3



Quarterly Compliance Audit Report

Paseo

Date: October 2025 - 3rd Quarter

Prepared for: Matthew Huber

Developer: Rizzetta

Insurance agency:



Preparer:

Susan Morgan - *SchoolStatus Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

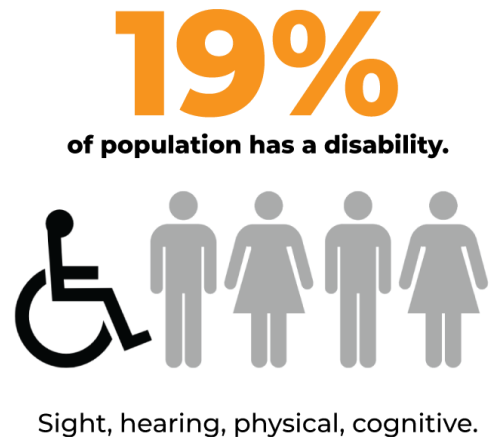
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 4

PASEO COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT A SCOPE OF SERVICES

Exhibit A consisting of one (1) page(s) is to define the services to be provided to **PASEO COMMUNITY DEVELOPMENT DISTRICT**(CDD/OWNER) by **JOHNSON ENGINEERING, LLC** (CONSULTANT) for the **Paseo CDD WUP Compliance Monitoring OCT 2025 – SEP 2026** (PROJECT).

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

Initial:

OWNER _____

CONSULTANT _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

Task 1 - Pumpage Monitoring and Reporting OCT 2025 – SEP 2026

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

Task 2 - Water Level Monitoring and Reporting OCT 2025 – SEP 2026

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

Task 3 – Additional Water Use Permit Compliance Assistance

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

PASEO COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT B COMPENSATION

Exhibit B consisting of two (2) page(s) is to define compensation for the services provided to **PASEO COMMUNITY DEVELOPMENT DISTRICT (CDD/OWNER)** by **JOHNSON ENGINEERING, LLC (CONSULTANT)** in relation to the **Paseo CDD WUP Compliance Monitoring OCT 2025 – SEP 2026 (PROJECT)**.

Initial:
OWNER _____
CONSULTANT _____

COMPENSATION

Definitions:

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

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

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

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

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

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

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
1	Pumpage Monitoring and Reporting OCT 2025 – SEP 2026	\$7,200.00*	LS
2	Water Level Monitoring and Reporting OCT 2025 – SEP 2026	\$3,600.00**	LS
3	Additional Water Use Permit Compliance Assistance	\$1,000.00	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		\$11,800.00	LS/T&M

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

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
Field supplies and costs of other materials and/or equipment specifically used for and applicable to this project (Attachment 1A to Exhibit B).	\$286.00	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:	\$286.00	T&M

TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES:	\$12,086.00	LS/T&M
---	--------------------	-------------------

* Task 1 – Pumpage Monitoring and Reporting OCT 2025 – SEP 2026 to be invoiced at \$1,800 per quarter.

** Task 2 – Water Level Monitoring and Reporting OCT 2025 – SEP 2026 to be invoiced at \$900 per quarter.

FIGURE I





**ATTACHMENT I TO EXHIBIT B
PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE
May 15, 2025**

Professional

9	\$330
8	\$285
7	\$262
6	\$230
5	\$205
4	\$187
3	\$170
2	\$145
1	\$135

Technician

6	\$188
5	\$160
4	\$138
3	\$117
2	\$92
1	\$82

Administrative

3	\$108
2	\$98
1	\$80

Field Crew

4-Person	\$285
3-Person	\$245
2-Person	\$193
1-Person	\$145

Field Equipment

Field Equipment on Separate Schedule

Expert Witness \$445

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

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

CEI Services Manager	\$220
CEI Senior Project Administrator	\$190
CEI Project Administrator	\$172
Contract Support Specialist	\$145
Senior Inspector	\$132
CEI Inspector III	\$119
CEI Inspector II	\$110
CEI Inspector I	\$98
Compliance Specialist	\$108
CEI Inspector's Aide	\$80

FIELD EQUIPMENT COST SCHEDULE
Updated: October 9, 2023

PROJECT NAME: _____
PROJECT #: _____

DATE: _____

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

Tab 5



Revolution Fence Company

Bryan Villanueva

(239) 994-2906

bryan@revolutionfenceco.com

www.revolutionfenceco.com

Proposal/Contract

OWNER(S)
Kari Hardwick

CONTACT INFO
(239) 989-0299

khardwick@rizzetta.com

DATE
11/20/2025

ADDRESS
11980 Paseo Grande Blvd Fort Myers, FL 33912

REFERENCE
Contact# 3538
Estimate#

COMPANY REPRESENTATIVE
Bryan Villanueva

OUR MISSION

"Excellence is never an accident. It is always the result of high intention, sincere effort, and intelligent execution; it represents the wise choice of many alternatives."

– Aristotle

At Revolution Fence Company, it's our mission to provide you with incredible craftsmanship and quality materials so that your yard is a safe space for you and your loved ones.

WORK DESCRIPTION AND SPECIFICATIONS:

1. Install two 6'H x 5' wide 3 rail bronze aluminum picket gates in existing fence run.
2. Remove and dispose of 10' of existing fence.

FINANCING:

We partner with Regions Bank to provide financing for our services:

ESTIMATE

Revolution Fence Company
16150 Old US 41, Unit 1
Fort Myers, FL 33912
(239) 994-9592

Sales Representative
Bryan Villanueva
(239) 994-2906
bryan@revolutionfenceco.com



Kari Hardwick
Job #3538 - Paseo perimeter access gates
11980 Paseo Grande Blvd
Fort Myers, FL 33912

Estimate #	2771
Date	11/20/2025

Item	Description	Qty	Amount
6' 3-Rail COMM BRZ Alum. Gate	Installation of two 6' tall x 5' wide 3-Rail bronze aluminum gates with four 2-1/2" gate posts. COMMERCIAL GRADE	1.00	\$4,698.54
Old Fence Removal and Haul	Removal and haul off 10' of existing aluminum fence.	1.00	\$0.00

Our company requires a 50% deposit to secure materials and schedule work.

Sub Total	\$4,698.54
Total	\$4,698.54

TERMS AND CONDITIONS

TERMS AND CONDITIONS – PLEASE READ BEFORE SIGNING

This proposal becomes a binding contract between the parties when accepted by Revolution Fence Co and can only be canceled by the buyer paying a 10% cancellation charge to Revolution Fence Co. Revolution Fence Co reserves the right to cancel any contract for any means necessary. If any part of this contract changes on request of the buyer; the buyer will be responsible for additional permitting fees as well as a charge of \$100 per hour for additional labor incurred by Revolution Fence Co. There will be a \$150 delivery charge for additional materials needed to complete fence installation resulting from changes by the buyer. Should the buyer make any changes to the fence resulting in reduction of footage and extra materials, these materials are non- returnable and buyer will be responsible for the cost of such material.

Buyer agrees to pay 50% deposit for the total contract amount in order for pre-construction to begin and for materials to be ordered. Buyer promises to pay in full any balance due on this contract when Revolution Fence Co has completed installation of the fence within 5 days. If payment is not made within 5 days after Revolution Fence Co has substantially completed its work under contract, Revolution Fence Co may take, at its sole discretion, any and all remedies available to it under the law, including, but not limited to repossession of any and/or all materials provided to the buyer by Revolution Fence Co pursuant to this contract. Should Revolution Fence Co place this account in the hands of an attorney for collections, buyer agrees to pay all costs, attorney fees and other expenses incurred by Revolution Fence Co to enforce this contract. Any action to enforce or construe the terms of this contract shall be filed in the Circuit Court of Lee County, Florida, unless the contract work and materials are provided to site outside of said county in which case Revolution Fence Co shall have the right but not the obligation to file an action in such other county. Buyer hereby waives all rights to trial by jury. **NOTICE TO OWNER: FAILURE TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY.**

If paying with a credit card, buyers will be subjected to a 3.5% processing/convenience fee.

BUYER/ PROPERTY OWNER IS RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES OR PRIVATE LINES WHICH ARE NOT MARKED OR INCORRECTLY MARKED OR LOCATED AND THE REPAIR OF ANY SUCH DAMAGE.

Buyer/Property Owner acknowledges potential damage to underground utilities/sprinklers due to fence installation. All known public utilities are called in and marked such as gas, cable, electric and phone lines to minimize the potential for damage. Revolution Fence Co will not be responsible for any damage to unmarked pool pipes, well pipes or private utilities that are not marked or incorrectly marked. Revolution Fence Co is not responsible for damage to underground improvements or obstructions, including but not limited to sprinkler systems. Buyer will be responsible for repairing any damaged irrigation pipes or sprinkler heads. If a pool or well pipe is damaged, the property owner is responsible for repairing the damage.

Buyer is solely responsible for clearing all property lines and responsible for clearing location for fence. If lines are not cleared for fence installation, buyer may incur additional \$100 fee and or \$50 per hour for labor spent clearing the line of any debris, brush, yard items, etc. Buyer is solely responsible for providing surveys of property and identifying/exposing all property pins.

If buyer elects to place any, and/or all of materials in an area encompassing a utility, drainage, or any other easement, buyer agrees to pay all costs incurred by Revolution Fence Co, including but not limited to, removal or relocation of the fence or underground facility.

The buyer represents and warrants that he/she has legal rights to permitting, erecting, and/or installation of the products or items specified hereunder and has such authority from the legal and equitable owner of the premises/property involved. In the event this representation is not true or accurate, the buyer shall absorb all losses, fees and costs occasioned thereby.

Revolution Fence Company is not responsible for any information discussed or relayed to the buyer with any salesperson, employee or subcontractor of Revolution Fence Co that is not contained or stated within this contract.

THE MANUFACTURER, WHOLESALE, AND/OR INSTALLER ASSUMES NO LIABILITY FOR ANY INJURY RESULTING FROM MISUSE SUCH AS CLIMBING, SCALING, UNDERPASSAGE OR OTHER ACTIVITY RELATED TO THE FENCE.

Revolution Fence offers a 1-year (365 days from fully completed installation) Workmanship Warranty. If there are any necessary repairs to the fence that are an obvious result of improper installation of the fence, RFC will rectify the issue. This warranty does not cover sagging or material warpage due to gravity, weather, or wear and tear.

Material Warranty: Ask your salesperson regarding the specific details of any material warranty.

Additional Installation Considerations:

Wood Color Warpage: may vary slightly from board to board and natural process of the wood. It is impossible to predict which piece of lumber may warp. Warpage is not defective and is not covered under any warranty.

Wood Expansion Joints: This is a crack that can occur in the boards, rails or posts and are not considered defective. Due to weather conditions, all wood can be expected to expand or contract.

Ground Grade: All fences are built to ground grade, unless otherwise specified. Abrupt grade changes will cause a space between the fence pickets and the ground.

Site Work: It is the customer's responsibility to provide clear property lines before construction begins. Damage to the lawn may occur due to construction and/or equipment needed to build the fence.

Location and Swing of Gates: Due to grade of ground and/or the gate location, the swing direction may be limited. For the property owner's benefit, the location and swing direction may be at the crew leader/ project manager discretion.

Gate Sag: Over time most gates will sag due, but not limited to, weather, gravity, and wear and tear. Revolution Fence Co will not be responsible for gate sag occurring after 6 months of installation.

Animal Containment: Revolution Fence Co is not liable nor responsible for any dogs or any other type of animals getting through, over, or under any portion of the fence as it is impossible to know the capabilities of every animal.

Attachment to Home: Fence posts may be attached to property due to shallow footer or obstructions underground. Revolution Fence Co is not liable for any damage that may occur as a result of such attachment.

Pavers: Revolution Fence Co is not responsible for replacing, moving, or adding bricks/pavers. Also, we are not responsible for cracked or damaged concrete due to drilling.

Difficult Digging: If ground is difficult to dig due to excessive rocks, roots, clay or bedrock, \$35 will be charged per additional hole for which this occurs. If it becomes apparent that due to underlying rock or foundations that Revolution Fence Co is unable to dig using the traditional methods of augers and/or post hole diggers, additional charges may occur for necessary equipment costs.

Property Pins: If the property pins are not present or a survey is not provided by the buyer, it is the buyers responsibility to have the property pins installed/located.

Additional Trip Charge: If, for whatever reason, the scheduled fence project is delayed by the property owner/buyer and an additional trip is needed, there will be an additional \$100 trip charge.

Signature area

TERMS & CONDITIONS

Binding Contract: This Estimate is valid for 30 days. During said 30 days the Estimate is subject to change or revocation by Contractor without notice. Except to the extent Contractor exercises its right to change and/or revoke the Estimate, the Estimate shall constitute a binding agreement "Agreement" upon acceptance by Owner(s). The date of such Agreement shall be the date of Owner(s)' acceptance.

Payment of Funds and Deposits: Except as otherwise agreed between Owner(s) and Contractor, Owner(s) agrees to pay Contractor the Contract Price in cash, check, or credit card equivalents, according to the following schedule: 1/2 of the Contract Price up front; and the balance of the Contract Price upon completion.

Late Payment / Service Charge: Any funds owed greater than 15 days from completion of Work are subject to a service charge of 5% per month on the unpaid balance. A lien may be placed on the customers home if final payment has not been made within 25 days.

Changes in Agreement: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. This Agreement, the work description and specifications, and the Contract Price shall not be modified except by written change order. A change order may be formalized by email correspondence between Contractor and Owner(s). Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.

Contractor Responsibilities: Contractor agrees to perform the work description and specifications as outlined in the Estimate and any agreed written changes incorporated into this Agreement.

The Florida Construction Industry Recovery Fund (the "Recovery Fund") was established to assist homeowners who are financially harmed by certain actions of a licensed contractor, including failure to perform the contracted work or failure to meet the terms of the contract, such as when the contractor has been found guilty of fraudulent or dishonest conduct. If you are a homeowner and you hire a licensed contractor, you may be eligible to seek reimbursement from the Recovery Fund in the event that you suffer a financial loss due to actions by the contractor that result in a violation of Florida law.

However, to make a claim against the Recovery Fund, you must first attempt to resolve the issue through the appropriate state channels. The amount available through the Recovery Fund has certain limits, and the Fund is available only if the contractor's license is in good standing and the claim is filed within specific timeframes following the contractor's failure to fulfill the contract.

Work Schedule: All specifications for the work (fence style & color, gate sizes, etc.) must be finalized prior to obtaining a final schedule date. Contractor agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. The Contractor is responsible for establishing scheduling and sequencing of the work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, labor shortages or other causes beyond Contractor's control.

Materials: Except as otherwise set forth in a writing between Owner(s) and Contractor, Contractor will provide necessary materials to complete the work per the work description and specifications. Contractor shall not be responsible for an exact match of any materials, including but not limited to, wood, vinyl, metal, paint, stain, and other fencing materials. Owner understands and acknowledges that unless otherwise agreed to in writing, all materials provided by Contractor are the property of Contractor and any unused materials as of the completion of the work will be retained by Contractor and removed from Owner(s) property.

Property Lines: Contractor will assist the customer in determining where the fence is to be erected upon request. Contractor assumes no responsibility concerning property lines or in any way guarantees their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

HOA: Unless HOA Assistance is elected, responsibility for obtaining HOA Approval and adhering to approval guidelines shall rest with the client.

Underground Utilities: Contractor will assume the responsibility for having underground public utilities located and marked. However, Contractor assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Contractor to dig in the immediate vicinity of known utilities.

Owner Responsibilities: Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required.

Owner(s) acknowledges that this work may cause changes to Owner(s) property including but not limited to: disturbance to shrubbery and lawns, grass, small divots or ruts in yard from equipment such as trailers, augers, small divots in the driveway from equipment such as roll-off containers and dump truck. Owner(s) shall remove or move at least 5' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work.

Building Permits: If permit is required, this will be the Owner(s)' responsibility to obtain from your borough or township.

Contractor Workmanship Warranty: Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders; (2) if Owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way.

Material Warranty: Contractor does not warrant the materials used to complete the Work. Material warranty shall be limited to manufacturer's warranty of materials according to the terms and conditions of said manufacturer warranty.

Limitation of Liability: Owner(s) acknowledges that at no time shall Contractor's liability exceed the total amount charged for the work performed under this Agreement. Contractor shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber, etc.

Contractor Insurance: Contractor shall, in amounts and with carriers subject to Contractor's sole discretion, provide workers' compensation and liability coverage for the Work.

Escalation clause for Specified Building Materials: The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. Contractor will use our best efforts to obtain the lowest possible prices from available building material suppliers. In the event there should be an increase in the prices of the building materials that are purchased after execution of the contract, the Owner agrees to pay the cost increase. Contractor will notify the Owner of any material increases before a purchase is made.

Service Calls: Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Contractor to be a non-warranted item, the Owner will be charged for the service call or Work performed at Contractor's established rates.

Cancellation: The Owner(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this acceptance. See the included Notice of Cancellation form for an explanation of this right. Cancellations after that will be refunded 80% of total payment received at time of cancellation. Orders for special materials are non-refundable after being placed with the supplier. Material Processing Fee is non-refundable.

Tab 6



Dueall's Proposed Revamped Laydown Areas

Please see the information below regarding the proposal to revamp the main laydown area currently being used for the Paseo Phase 2 project. It has been brought to our attention that the existing setup is not being utilized efficiently and does not present well to homeowners or the Board. In response, Dueall has worked closely with the Owner's Representative, Zahra, to develop a plan that will improve both the aesthetics and the functionality of this area.

The proposed order of operations is as follows:

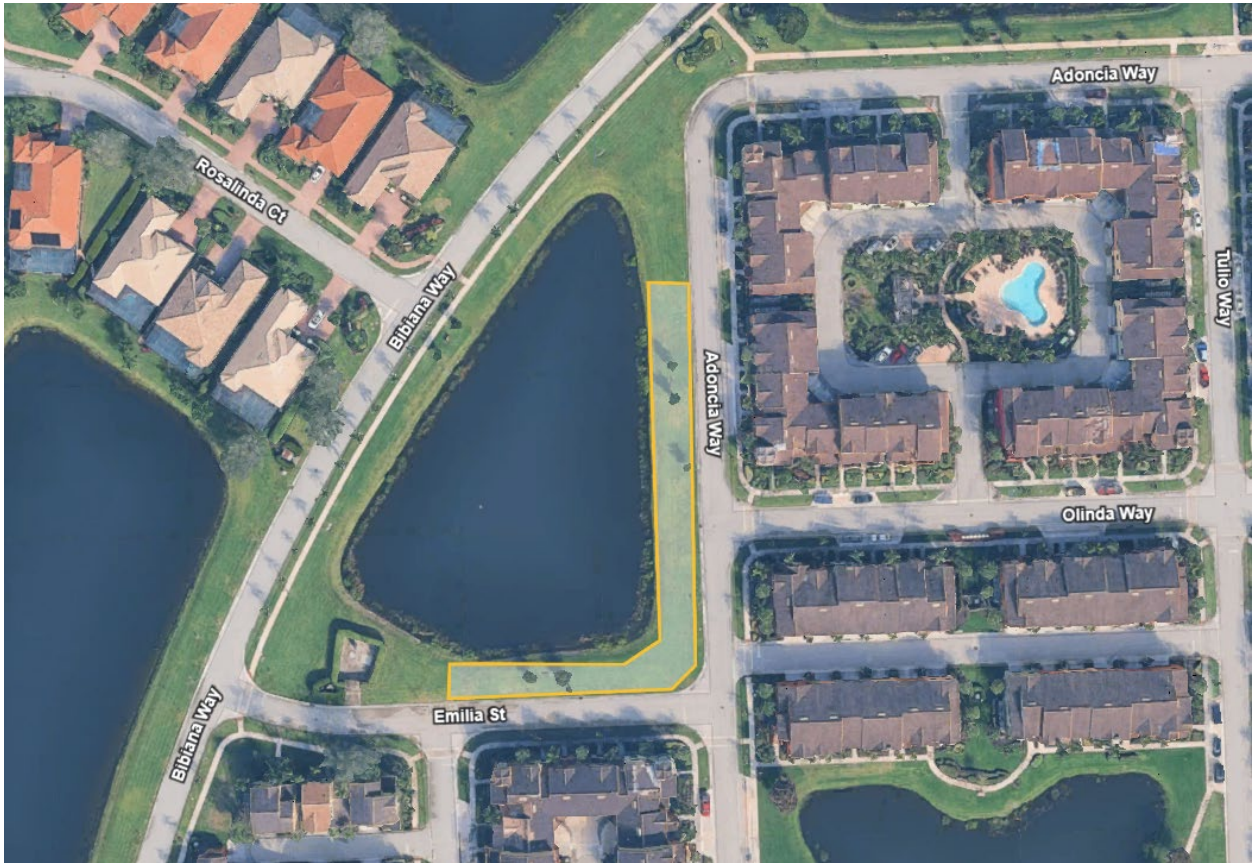
1. Remove all materials from the designated laydown area.
2. Have CDD irrigation company cap what needs to be capped
3. Scalp the existing grass.
4. Apply grass killer throughout the area.
5. Install a silt fence along the pond side of the laydown area.
6. Place rolled weed barrier over the treated area.
7. Install 2–3 inches of gravel on top of the weed barrier.

Given that this area is owned and maintained by the CDD, we will need the CDD's approval to proceed with the above improvements. Please keep in mind that this type of work will require heavy machinery in place for roughly 14 days in the area.



CGC1522473

www.dueall.com



Dueall will be financially responsible for the scope outlined above; however, we kindly request assistance from the CDD maintenance team in capping off the sprinklers, as has been done in the past with other laydown areas.

Also will be responsible for restoring the area back to its original condition once the Paseo P2 project is completed.

X_____

CDD – Representative

X_____

Dueall – Representative

Tab 7



COASTAL DESIGN
ALL SIGNS ANY DESIGNS

302 Palmetto Dr, Cape Coral FL, 33904

Phone: (239)789-3974

Notes:

Paseo Main Entrance Sign

Job Description:

Designer:

LDN

Revision:

R1

Date:

11/25/25

Sheet:

2 of 2

Address:

Company:

Customer Approval:

Date:

VILLAGE CENTER & TENNIS COURTS



← BIBIANA PARK
LIFESTYLE PARK →

30"w x 24"h VILLAGE CENTER SIGN

6MM BLACK DI-BOND WITH PVC
CORE

METALLIC GOLD VINYL

CUSTOM BRACKET TO MOUNT TO
ROUND POLE

Qty: 1

Installed

\$450



COASTAL DESIGN

ALL SIGNS ANY DESIGNS

Phone: (239)789-3974

302 Palmetto Dr, Cape Coral FL, 33904

Job Description:

VILLAGE CENTER SIGN

Company:

PASEO

Designer: LDN

Revision: R2

Date: 11/25/2025

Sheet: 1

Contact:

PHIL CIRRONE.

Customer Approval:

Date:

THIS DESIGN IS THE EXCLUSIVE PROPERTY OF TD COASTAL DESIGNS LLC AND MAY NOT BE USED IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF TD COASTAL DESIGNS LLC

Tab 8

MINUTES OF MEETING

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

**PASEO
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Paseo Community Development District was held on **Wednesday, October 29, 2025, at 10:00 a.m.** at the Paseo Village Center, located at 11611 Paseo Grande Boulevard, Fort Myers, Florida 33912.

Present and constituting a quorum:

David Cabell	Board Supervisor, Chairman (via Teams)
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

Also present were:

Belinda Blandon	Sr. District Manager, Rizzetta & Company, Inc.
Kari Hardwick	District Coordinator, Rizzetta & Company, Inc.
Andrew Cohen	District Counsel (via Teams)
	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
Spencer Gonzales	Landscape Inspection Services, Rizzetta & Company, Inc.
John Fowler	Landscape Inspection Services, Rizzetta & Company, Inc.
Frank Savage	Barraco & Associates, Inc. (via Teams)
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. Noy, seconded by Ms. Johnson, with all in favor, the Board Authorized Mr. Cabell to Attend and Vote in the Meeting via Teams, for the Paseo Community Development District.

SECOND ORDER OF BUSINESS

Public Comment

Ms. Blandon opened the floor to public comment.

Mr. Buchinski addressed the Board regarding audio visual aids for CDD meetings as

well as hog damage to the berm behind his home.

Mr. Cirrone addressed the Board regarding a request for additional pet waste stations as well as re-sealing of the roads.

Mr. Heether inquired as to the status of hog trapping and a potential hog fence.

THIRD ORDER OF BUSINESS

Staff Reports

A. Landscape Inspection Services

Mr. Fowler introduced Mr. Spencer Gonzales who will be transitioning to the Landscape Specialist assigned to Paseo. Mr. Gonzales provided an overview of the October 10, 2025 Landscape Inspection Report and advised that the property looks good. Ms. Johnson advised that mulch is going in this week, Pinnacle has conducted repairs to clock issues to alleviate hot spots identified in the report and further spoke regarding the fungal growth on a foxtail palm. She asked that Mr. Gonzales utilize light pole numbers to help identify the location of issues. Mr. Cabell stated that he feels the relationship between Pinnacle and the Board is the best it has ever been and thanked Ms. Johnson for her efforts in making that so. Mr. Shimer asked for picture references for significant items within the reports.

B. Landscape Liaison

Ms. Johnson discussed the access issue along Penzance Boulevard to the west of the entrance; she advised that the right of way ditch being full of water in the rainy season is a safety concern for Pinnacle given the number of water moccasins on property. After discussion, the Board directed Staff to investigate the installation of gates with keys. Ms. Hardwick asked Mr. Galeano to provide recommendations as to location and size for the gates.

Ms. Johnson addressed the lack of maintenance at Emilia and Adoncia around the Condo Construction staging.

C. Condo Assoc. Liaison

Mr. Shimer advised that he speaks with Mr. Cirrone often and had no report.

D. Master Assoc. Liaison

Ms. Johnson advised that she would defer to Counsel regarding an update on Tract E1.

E. Chairman

Mr. Cabell advised that his report was emailed to the Board; he further advised that he has received positive feedback related to the hog trapping. Mr. Noy inquired as to the damage behind Mr. Buchinski's home. Mr. Cabell advised that the damage is past hog damage to be reviewed by Staff.

91 F. District Engineer

92 Mr. Savage advised that his report was provided to the Board in the agenda
93 package and he would be happy to answer any questions. Ms. Johnson
94 advised that rainy season has ended, and so lake bank inspections should
95 be taking place sooner rather than later. Mr. Savage concurred. He further
96 advised that the storm sewer inspections will be wrapped up this week and
97 the inspectors have been directed to review the lake banks as well. Ms.
98 Blandon reminded Mr. Savage that berm inspections had previously been
99 requested as well.

100
101 G. District Counsel

102 Mr. Cohen advised that related to Tract E1, progress is being made as he
103 has received the signed contract and easement which is being reviewed by
104 Mr. Michael Hankin, and once completed the team will move toward closing.
105 Mr. Cohen advised the Board he has been tracking Attorney fees related to
106 Tract E1 separately. Mr. Noy stated that the Master Association appreciates
107 Mr. Cohen's efforts.

108
109 Mr. Cohen advised of a parcel at Penzance and Palomino that is still owned
110 by Stock Development; he advised that a title search has been conducted,
111 and Stock does own the property which appears to be encumbered by a
112 mortgage. After Board discussion, direction was provided to Counsel to
113 reach out to Stock in an effort to have that tract deeded to the Paseo CDD.
114

115 H. District Manager

116 Ms. Blandon advised that the next meeting will be held on December 3,
117 2025, at 10:00 a.m. Ms. Blandon provided a brief overview of the financials
118 and recommended that the Board transfer \$300,000 from the general fund
119 investment account to the reserve account.
120

On a Motion by Mr. Gammon, seconded by Mr. Noy, with all in favor, the Board Directed Staff to Transfer \$300,000.00 from the General Fund Investment Account to the Reserve Account, for the Paseo Community Development District.

121
122 Ms. Blandon advised that the insurance renewal has been reviewed by the
123 Chairman, executed, and returned. She advised that the renewal came in
124 under budget with an increase of \$1,738.
125

On a Motion by Mr. Gammon, seconded by Ms. Johnson, with all in favor, the Board Ratified the Execution of the 2025/2026 Insurance Renewal, for the Paseo Community Development District.

126
127 Ms. Blandon provided a response to Mr. Buchinski related to meeting
128 recordings.

FOURTH ORDER OF BUSINESS

Review and Discussion of Landscape Clarifications

Ms. Johnson reviewed the landscape clarifications packet contained with the agenda package and advised that for item 10, it would make sense for the Condo Association to maintain the beds and the CDD mow beyond the beds. She advised that responsibilities related to the irrigation system need to be outlined as well. Ms. Blandon recommended having the property lines GPS located and staked and then meeting with the Condo Association to review. Ms. Johnson recommended that the CDD do its due diligence and then hold a workshop. The Board concurred.

FIFTH ORDER OF BUSINESS

Consideration of Weiser Rate Increase Request, to be Effective March 06, 2026

Ms. Blandon provided an overview of the Weiser rate increase request advising that the annual increase would be \$6,493.76. She 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 Approved the Weiser Rate Increase for 2026, to be Effective March 06, 2026, Subject to Preparation of a Contract Addendum by Counsel, for the Paseo Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Crystal Clean Proposal for 2026 Gatehouse Cleaning

Ms. Blandon presented the proposal received from Crystal Clean and advised that if approved, it would result in a \$28 increase per month, or \$336 per year.

On a Motion by Mr. Gammon, seconded by Mr. Noy, with all in favor, the Board Approved the Crystal Clean 2026 Renewal Proposal, Resulting in an Increase of \$336 per Year, Subject to Preparation of a Contract Addendum by Counsel, for the Paseo Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Solitude Lake Management Proposal for Spike Rush Removal at Lake 22

Ms. Blandon provided an overview of the Solitude proposal for Spike Rush removal at lake 22 and advised that she recommends moving forward.

On a Motion by Mr. Cabell, seconded by Ms. Johnson, with all in favor, the Board Approved the Solitude Lake Management Proposal for Spike Rush Removal at Lake 22, totaling \$15,605, Subject to Review by Counsel, for the Paseo Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Earth Tech
Environmental 2026 Renewal
Proposals for Native Vegetation
Trimming and Preserve Maintenance**

Ms. Blandon advised that the 2026 renewal proposal from Earth Tech Environmental for Native Vegetation Trimming and Preserve Maintenance do not reflect an increase.

On a Motion by Mr. Gammon, seconded by Mr. Shimer, with all in favor, the Board Approved the Earth Tech Environmental 2026 Renewal Proposals for Native Vegetation Trimming (\$26,000) and Preserve Maintenance (\$20,500), Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Elite Painting
Proposal for Painting of Gazebo
Fences**

Ms. Hardwick advised that Elite Painting submitted a proposal for painting of the gazebo fences, totaling \$10,885.

On a Motion by Ms. Johnson, seconded by Mr. Gammon, with all in favor, the Board Approved the Elite Painting Proposal for Painting of the Gazebo Fences, totaling \$10,885.00, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

TENTH ORDER OF BUSINESS

**Discussion Regarding Stock Owned
Parcel and Title Search**

This item was discussed during the District Counsel report.

ELEVENTH ORDER OF BUSINESS

**Ratification of Execution of Fiscal Year
2025/2026 Insurance Proposal**

This item was discussed during the District Manager report.

TWELFTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors Meeting held on
August 20, 2025**

Ms. Blandon presented the minutes of the Board of Supervisors meeting held on August 20, 2025, and asked if there were any questions, comments, and/or changes. There were none.

On a Motion by Mr. Shimer, seconded by Ms. Johnson, with all in favor, the Board Approved the Minutes of the Board of Supervisors Meeting held on August 20, 2025, for the Paseo Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Ratification of the Operations and
Maintenance Expenditures for the
Months of August and September 2025**

Ms. Blandon advised that the Operations and Maintenance expenditures for the period of August 1-31, 2025 total \$104,092.69 and for the period of September 1-30, 2025 total \$161,956.54. She asked if there were any questions. There were none.

On a Motion by Mr. Gammon, seconded by Mr. Noy, with all in favor, the Board Ratified the Operations and Maintenance Expenditures for the Months of August 2025, totaling \$104,092.69 and September 2025 totaling \$161,956.54, for the Paseo Community Development District.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Blandon opened the floor to Supervisor requests.

Mr. Shimer advised that he will review the request for additional pet waste stations and report back to the Board.

Mr. Noy advised that his epass did not scan recently. Ms. Hardwick advised that she would inquire with TEM.

Ms. Johnson asked that the resident request to name the lakes be placed on the next agenda.

FIFTEENTH ORDER OF BUSINESS

Adjournment

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

On a Motion by Mr. Noy, seconded by Mr. Shimer, with all in favor, the Board adjourned the meeting at 11:17 a.m., for the Paseo Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chair