



Rizzetta & Company

Bainebridge Community Development District

**Board of Supervisors' Meeting
April 16, 2026**

REVISED FINAL AGENDA

District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084

www.bainebridgecdd.org

BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

Bainebridge Amenity Center, 15855 Twin Creek Drive, Jacksonville, FL 32218

www.bainebridgecdd.org

Board of Supervisors	William Huff	Chairman
	Samuel Helms	Vice Chairman
	Larry Hall	Assistant Secretary
	Alton Mabb	Assistant Secretary
	Wally David	Assistant Secretary
District Manager	Ben Pfuhl	Rizzetta & Company, Inc.
District Counsel	Kyle Magee	Kutak Rock, LLP
District Engineer	Joey Duncan	Dewberry Engineers, Inc.

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

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.

Bainebridge Community Development District

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.bainebridgecdd.org

Board of Supervisors
Bainebridge Community
Development District

April 9, 2026
Rev. 04/14/2026

REVISED FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Bainebridge Community Development District will be held on **April 16, 2026, at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218.

- 1. CALL TO ORDER/ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. AUDIENCE COMMENTS ON AGENDA ITEMS
- 4. BUSINESS ADMINISTRATION
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held March 19, 2026Tab 1
- 5. STAFF REPORTS
 - A. Landscape Inspection ReportTab 2
 - B. Landscape ReportTab 3
 - C. District Counsel
 - D. District Engineer
 - E. District Manager
 - 1.) Charles Aquatics Pond & Fountain ReportsTab 4
- 5. BUSINESS ITEMS
 - A. Presentation of Proposed Budget for Fiscal Year 2026-2027
 - 1.) Consideration of Resolution 2026-02; Approving the Fiscal Year 2026-2027 Proposed Budget and Setting the Public HearingTab 5
 - B. Consideration of Resolution 2026-03; Reappointing Assistant TreasurerTab 6
 - C. Ratification of Acceptance of Mainline Repair ProposalTab 7
 - D. Consideration of Drainage Repair Proposals (Under Separate Cover)
- 7. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS
- 8. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Sincerely,
Benjamin Pfuhl
Benjamin Pfuhl

Tab 1

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.

**BAINEBRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Bainebridge Community Development District was held on **March 19, 2026, at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218.

Present and constituting a quorum:

William Huff	Board Supervisor, Chairman
Samuel Helms	Board Supervisor, Vice Chairman
Alton Mabb	Board Supervisor, Assistant Secretary
Larry Hall	Board Supervisor, Assistant Secretary

Also present were:

Ben Pfuhl	District Manager, Rizzetta & Company, Inc.
Kyle Magee	District Counsel, Kutak Rock, LLC
Tony Shiver	President, First Coast CMS
Jen Mabus	Account Manager, Brightview
Matthew Mironchik	Landscape Inspections, Rizzetta & Company, Inc. (via speakerphone)

Audience members were present.

FIRST ORDER OF BUSINESS**Call to Order**

Mr. Huff called the meeting to order at 6:00 p.m. and read the roll.

SECOND ORDER OF BUSINESS**Pledge of Allegiance**

Mr. Mabb led the Pledge of Allegiance.

THIRD ORDER OF BUSINESS**Audience Comments on Agenda Items**

There were no audience comments at this time.

FOURTH ORDER OF BUSINESS**Ratification of Operation and
Maintenance Expenditures from
August 2025 – February 2026**

Mr. Pfuhl reviewed the expenditures with the Board.

Mr. Huff requested that invoices for nonrecurring expenses be included in the agenda for the Board to review.

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board ratified the operation and maintenance expenditures for August 2025 in the amount of \$24,045.60, September 2025 the amount of \$64,071.12, October 2025 in the amount of \$32,258.88, November 2025 in the amount of \$22,740.83, December 2025 in the amount of \$19,936.60, January 2026 in the amount of \$15,034.00, and February 2026 in the amount of \$38,636.52, for Bainebridge Community Development District.

FIFTH ORDER OF BUSINESS**STAFF REPORTS****A. Landscape Report Inspection Reports**

Mr. Mironchik reviewed his report with the Board.

Mr. Mabb requested Mr. Mironchik inspect the possible erosion by the tennis courts during the next inspection.

B. Landscape and Irrigation Reports

Ms. Mabus reviewed the BrightView Quality Site Assessment with the Board.

1. Consideration of BrightView Landscaping Proposals

Ms. Mabus reviewed the BrightView proposals.

Mr. Mabb stated that he was not in favor of the Bottle Brush replacement proposal.

On a motion by Mr. David, seconded by Mr. Helms, with all in favor, the Board approved the BrightView proposal to remove the dead Pine Trees in the amount of \$1,225.00, for Bainebridge Community Development District.

On a motion by Mr. David, seconded by Mr. Hall, with all in favor, the Board approved the BrightView proposal to install drainage rocks by the pool in the amount of \$1,850.44, for Bainebridge Community Development District.

On a motion by Mr. Helms, seconded by Mr. David, with all in favor, the Board approved the BrightView proposal to add plant material to be pool area in the amount of \$717.77, for Bainebridge Community Development District.

On a motion by Mr. Huff, seconded by Mr. Helms, with all in favor, the Board approved the BrightView proposal for a soil refresh in the amount of \$291.67 for Bainebridge Community Development District.

C. District Counsel

Mr. Magee did not have a report at this time but was available for questions from the Board.

Mr. Mabb questioned new legislation that may affect the District. Mr. Magee informed the Board that his office closely monitors new legislation and provides updates to the Board and Staff.

Mr. Huff questioned legal options for the pool pump warranty claim. Mr. Magee advised against legal action at this time.

D. Amenity Manager

Mr. Shiver reviewed his report with the Board, highlighting the VFD failure in the water feature pump and concern about collapsed drainpipe.

Mr. Mabb raised concern about the light timers in the fitness center.

The Board moved to agenda item 6-B: Consideration of Pool Water Feature Equipment Replacement Proposal.

On a motion by Mr. Mabb, seconded by Mr. Hall, with all in favor, the Board approved the CBUSS proposal to replace the water feature pump VFD in the amount of \$4,175.89, for Bainebridge Community Development District.

E. District Manager

Mr. Pfuhl reminded the Board that the April 16 Meeting would be the initial approval of the Budget.

Mr. Huff requested Mr. Pfuhl work with the HOA to have fences removed that were placed on easements and blocking access to some of the ponds in the District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2026-01;
General Election**

Mr. Pfuhl reviewed the resolution and informed the Board that seat 1, currently held by William Huff, and seat 2, currently held by Larry Hall, will be up for General Election in November, and that the qualification period will be from June 8th at 12:00 p.m. until June 12th at 12:00 p.m.

On a motion by Mr. David, seconded by Mr. Hall, with all in favor, the Board adopted Resolution 2026-01; General Election, for Bainebridge Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

BAINEBRIDGE

Community Asset Management Report



April 1, 2026

Rizzetta & Company

Matthew Mironchik – Community Asset Manager



Rizzetta & Company
Professionals in Community Management

Summary/Bainebridge Drive

General Updates, Recent & Upcoming Maintenance Events

- **Recent cold temperatures have caused damage to tender plant material. An inventory of plant material that does not bounce back should be made in the spring so that replacements can be made.**

The following are action items for **Brightview** 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 items for staff. **Black, bold and underlined text represents updates or questions for the BOS.**

1. Annual bed at the entrance to Bainebridge Drive should be redone. Weeding and soil amendments should be done before planting.
2. In addition to the two dead Pine trees to the South of Bainebridge Dr. noted in previous reports, I observed another Pine tree to the North of Bainebridge Dr. in the stand of trees on the East side of the retention pond.(pic.2)



3. Construction in the median along Bainebridge Dr. has been observed. The pipe has been excavated and area was coned off.(pic.3a>,3b>)
4. Spanish Moss in trees that is within 10' from the ground should be removed for plant health and aesthetics.(pic.4>>)
5. Bed weeds in mulch areas along Bainebridge Dr. should be sprayed and pulled once killed.
6. The dead/dying Oak tree at the end of the fence line, on Bainebridge Dr. Eastbound should be removed.(pic.6>>)



Bainebridge Drive/Amenity Center

<<4



<<6



7. Crape Myrtles around tennis court should be trimmed back from the fence line.(pic.7)

7



8. Bed weeds around the tennis court area should be sprayed or hand pulled.
9. There is an area outside of the tennis court area, just behind the covered benches. It appears that rainwater is coming off of the roof and flowing off of the court causing erosion before getting to the storm drain. Recommendations for mitigation such as a trench drain should be made.(pic.9a,9b)

9a



9b



10. Holly trees around the Amenity Center look weak and Chlorotic. Fertilizer, specifically for Hollies and acid loving plants, should be applied to help new growth and supply the proper nutrients.(pic.10>)



Amenity Center



1. Storm drains around Amenity Center appear to be filled with sediment and should be flushed out to allow proper drainage.(pic.11a,11b)



12. Dead branches in Loropetalum in playground area should be trimmed back.(pic.12)



13. Another area of erosion is starting to form just outside of the fence near the playground.(pic.13a,13b)



Amenity Center Pool

14. Bed weeds around the pool area and around pool equipment should be sprayed and removed.(14a,14b,14c)



15. Longer branches in the Viburnum hedge in the pool area should be tipped back to keep hedge in good order between hedge pruning events.(pic.15)



Proposals

1. Spanish Moss removal along Bainbridge Dr.
Item #4.(pic.1)



3. Erosion mitigation near Tennis Court benches. Item #9.(pic.3a,3b)



2. Removal of Oak tree at the end of the fence on Bainebridge Dr.. Item #6.(pic.2)



Tab 3

Quality Site Assessment

Prepared for: **Bainebridge CDD**

General Information

DATE: Wednesday, Apr 08, 2026

NEXT QSA DATE: Wednesday, May 13, 2026

CLIENT ATTENDEES:

BRIGHTVIEW ATTENDEES: Jennifer Mabus

Customer Focus Areas

Main Entry and Amenity detail

Quality you can count on.

7 Seven Standards of Excellence



Site Cleanliness



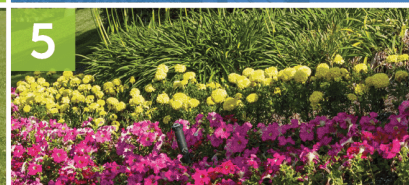
Weed Free



Green Turf



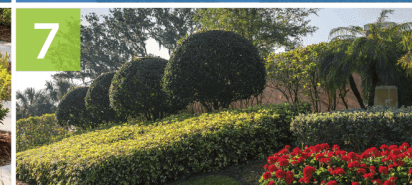
Crisp Edges



Spectacular Flowers



Uniformly Mulched Beds



Neatly Pruned Trees & Shrubs

Maintenance Items



- 1** In the entrance, the roses are in bloom and the bed lines are scheduled for detail this month as part of spring tasks.
- 2** The turf is greening up, there are some patches where turf weeds have been treated with post emergent and are dying out. These areas should fill in with the turf fertilization.
- 3** Beds at the Amenity center, especially the tennis court have been sprayed with post emergent weed control. They are clean and bed lines are smooth. The grasses that were cut back are growing.
- 4** The playground mulch looks good and is weed free.

Recommendations for Property Enhancements



- 1** The beds have a lot of mulch in them after years of mulching the property once per year. We recommend and will provide a proposal at prior to the next mulching to remove excess mulch in the beds.
- 2** There is some turf damage at the front entrance due to the drought and the main line break. The break has been repaired and there will need to have some sod pieces installed to repair. It won't fill in with the initial spring fertilizer.

Tab 4



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Phone: 904-997-0044

Service Report

Date: March 17, 2026

Aquatic Tech: Justin Powers
Richard Powers

Client: Bainebridge CDD

Waterways: 21 ponds

Pond 1: Pond was in great shape. Level and clarity were both great, and the fountain was running normally.



Pond 2: Pond was in great shape. Level and clarity were both normal.



Pond 3: Pond was in great shape. Level and clarity were both normal.



Pond 4: Pond was in great shape. Level and clarity were both normal.



Pond 5: Pond was in great shape. Level and clarity were normal, and the outflow was in good shape.



Pond 6: Pond was in good shape. Minor algal bloom to be treated once launch is dry enough for equipment use.



Pond 7: NO access to this pond.

Pond 8: Pond was in good shape. Level and clarity were both normal. Will treat duckweed when easement is dry for equipment.



Pond 9: Pond was in good shape upon inspection. Level and clarity were both normal.



Pond 10: Pond was in good shape. Level and clarity were both normal, and all shoreline weeds are dead.



Pond 11: Pond was in good shape. Level and clarity were both normal.



Pond 12: Pond was in good shape. Level was low, and clarity was normal. Heavy pollen in pond during visit.



Pond 13: No access.

Pond 14: Pond in great shape. No active algal blooms. Level and clarity were both normal



Pond 15: Pond was in great shape. Level and clarity were normal.



Pond 16: Pond in great shape. Level and clarity were both normal.



Pond 17: Pond in great shape. Water level was quite low, and clarity was normal.



Pond 18: Pond was in great shape. Water level was quite low, and clarity was normal.



Pond 19: Pond in good condition. Level was low, and clarity was normal. Heavy pollen in pond during visit.



Pond 20: Pond in good condition. Level was low, and clarity was normal.



Pond 21: Pond blocked off by newly installed fence.

Tab 5

RESOLUTION 2026-02
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Bainebridge Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. SETTING A PUBLIC HEARING; DIRECTING PUBLICATION. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE:

TIME:

LOCATION: Bainebridge Amenity Center
15855 Twin Creek Drive
Jacksonville, Florida 32218

3. TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET. The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

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

PASSED AND ADOPTED THIS 16th DAY OF APRIL, 2026.

ATTEST:

**BAINEBRIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A
FY 2027 Proposed Budget

Tab 6

RESOLUTION 2026-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF BAINEBRIDGE
COMMUNITY DEVELOPMENT DISTRICT REAPPOINTING AN
ASSISTANT TREASURER OF THE DISTRICT, AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, BAINEBRIDGE 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 Duval County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously appointed **Shawn Wildermuth** as an Assistant Treasurer pursuant to Resolution 2016-12; and

WHEREAS, the Board now desires to remove **Shawn Wildermuth** as Assistant Treasurer and appoint **Susan Garcia** to the position.

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

Section 1. Shawn Wildermuth is removed as Assistant Treasurer.

Section 2. **Susan Garcia** is appointed as Assistant Treasurer.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 16th DAY OF APRIL, 2026.

**BAINEBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 7

Proposal for Extra Work at Bainebridge CDD

Property Name	Bainebridge CDD	Contact	Ben Pfuhl
Property Address	15855 Twin Creek Drive Jacksonville, FL 32218	To	Bainebridge CDD
		Billing Address	c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Bainebridge CDD: Mainline repairs at main entrance

Project Description Bainebridge CDD: Mainline repairs at main entrance

Scope of Work

PROPOSAL IS WRITTEN TO PULL BROKEN MAINLINE OUT OF THE SLEEVE AND
RUN NEW MAINLINE

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Bainebridge CDD: Mainline repairs at main entrance not to exceed proposal	\$0.00	\$0.00
1.00	LUMP SUM	Misc. PVC pipe and fittings	\$664.35	\$664.35
80.00	HOUR	LABOR FOUR TECHS TWO DAYS	\$85.00	\$6,800.00
1.00	EACH	BACKHOE 70-97HP 4WD ROPS DSL	\$1,271.84	\$1,271.84

Other

mainline break 22026

mainline break 22026-1

For internal use only

SO# 8879866
JOB# 346101085
Service Line 150

Total Price \$8,736.19

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

		Property Manager
Signature	Title	
Ben Pfuhl		March 24, 2026
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Irrigation Manager
Signature	Title	
Juwan Lamar Dupree		March 24, 2026
Printed Name	Date	

Job #:	346101085		
SO #:	8879866	Proposed Price:	\$8,736.19