



**PRINCIPAL ONE
COMMUNITY DEVELOPMENT
DISTRICT**

**DUVAL COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
JULY 1, 2026
6:00 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.principalonecdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
Clubhouse of IL Villagio
9745 Touchton Road
Jacksonville, Florida 32246
REGULAR BOARD MEETING & PUBLIC HEARING
July 1, 2026
6:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items not on the Agenda
- F. Approval of Minutes
 - 1. April 1, 2026 Regular Board Meeting.....Page 2
- G. Public Hearing
 - 1. Proof of Publication.....Page 4
 - 2. Receive Public Comments on Fiscal Year 2026/2027 Final Budget
 - 3. Consider Resolution No. 2026-02 – Adopting a Fiscal Year 2026/2027 Final Budget.....Page 5
- H. Old Business
- I. New Business
 - 1. Consider Resolution No. 2026-03 – Adopting a Fiscal Year 2026/2027 Meeting Schedule.....Page 12
 - 2. Consider Approval of Landscape Services Agreement with BrightView.....Page 14
- J. Administrative Matters
- K. Board Member Comments
- L. Adjourn

STATE OF FLORIDA,

S.S.

COUNTY OF DUVAL,

Before the undersigned authority personally appeared Nichol Stringer, who on oath says that she is the Publisher's Representative of the JACKSONVILLE DAILY RECORD, a weekly newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice Public Hearing and Regular Board Meeting

in the matter of Principal One Community Development District

in the Court, was published in said newspaper by print in the issues of 6/11/26, 6/18/26.

Affiant further says that the JACKSONVILLE DAILY RECORD complies with all legal requirements for publication in Chapter 50, Florida Statutes.

*This notice was published on both
jaxdailyrecord.com and floridapublicnotices.com.



Nichol Stringer

Sworn to and subscribed before me this 18th day of June, 2026 by Nichol Stringer who is personally known to me.

**Notice of Public Hearing
and Regular Board Meeting of
the Principal One Community
Development District**

The Board of Supervisors of the Principal One Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on July 1, 2026, at 6:00 p.m., or as soon thereafter as the meeting can be heard, at the Clubhouse of IL Villagio located at 9745 Touchton Road, Jacksonville, Florida 32246.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2026/2027 Proposed Final Budget of the District. A copy of the Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida, 33410 during normal business hours. The purpose of the Regular Board Meeting is for the Board to consider any other business which may properly come before it. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (561) 630-4922, and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

**Principal One Community
Development District**

www.principalonecdd.org

Jun. 11/18 00 (26-03289D)

Seal

Notary Public, State of Florida

**PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 1, 2026**

A. CALL TO ORDER

District Manager Jason Pierman called the April 1, 2026, Regular Board Meeting of the Principal One Community Development District (the “District”) to order at 6:09 p.m. in the Clubhouse of Il Villagio located at 9745 Touchton Road, Jacksonville, Florida 32246.

B. PROOF OF PUBLICATION

Mr. Pierman presented proof of publication that notice of the Regular Board Meeting had been published in the *Jacksonville Daily Record* on September 11, 2025, as legally required.

C. ESTABLISH A QUORUM

Mr. Pierman determined that the attendance of Chairperson Dyanna Jordan, Vice Chairman Ryan Hagen and Supervisor Carlos Maymi constituted a quorum and it was in order to proceed with the meeting.

Also present was District Manager Jason Pierman of Special District Services, Inc.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. November 5, 2025, Regular Board Meeting

Mr. Pierman presented the minutes of the November 5, 2025, Regular Board Meeting and asked if there were any changes/corrections.

A **motion** was made by Mr. Hagen, seconded by Ms. Jordan and passed unanimously approving the minutes of the November 5, 2025, Regular Board Meeting, as presented.

G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Consider Resolution No. 2026-01 – Adopting a Fiscal Year 2026/2027 Proposed Budget

Resolution No. 2026-01 was presented, entitled:

RESOLUTION NO. 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by Mr. Hagen, seconded by Ms. Jordan and passed unanimously adopting Resolution No. 2026-01, as presented, setting the Public Hearing for July 1, 2026.

2. Consider Ratification of Flower Installation

A **motion** was made by Mr. Hagen, seconded by Ms. Jordan and passed unanimously ratifying the flower installation, as presented.

3. Consider Ratification of Mulch Installation

A **motion** was made by Mr. Hagen, seconded by Ms. Jordan and passed unanimously ratifying the mulch installation, as presented.

I. ADMINISTRATIVE MATTERS

Mr. Pierman reminded the Board to complete their 2025 Form 1's when they are sent to them via email and noted that the next meeting would be held on July 1st.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Maymi, seconded by Ms. Jordan and unanimously passed adjourning the meeting at 6:17 p.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

STATE OF FLORIDA,

S.S.

COUNTY OF DUVAL,

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jaxdailyrecord.com and floridapublicnotices.com.



Nichol Stringer

Sworn to and subscribed before me this 18th day of June, 2026 by Nichol Stringer who is personally known to me.

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and Regular Board Meeting of
the Principal One Community
Development District**

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There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

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If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

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**Principal One Community
Development District**

www.principalonecdd.org

Jun. 11/18 00 (26-03289D)

Seal

Notary Public, State of Florida

RESOLUTION NO. 2026-02

A RESOLUTION OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2026/2027 BUDGET.

WHEREAS, the Principal One Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2026/2027 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2026/2027 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 1st day of July, 2026.

ATTEST:

**PRINCIPAL ONE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Principal One Community Development District

**Final Budget For
Fiscal Year 2026/2027
October 1, 2026 - September 30, 2027**

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- IV ASSESSMENT COMPARISON**

FINAL BUDGET
PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2026/2027 BUDGET
REVENUES	
O & M Assessments	102,022
Debt Assessments	230,011
Other Revenues	0
Interest Income	1,080
TOTAL REVENUES	\$ 333,113
EXPENDITURES	
Engineering/Inspections	2,000
Supervisor Fees	0
Management	33,612
Legal	2,000
Assessment Roll	5,000
Audit Fees	4,100
Insurance	8,000
Legal Advertisements	850
Miscellaneous	950
Postage	200
Office Supplies	325
Dues & Subscriptions	175
Trustee Fee	2,500
Continuing Disclosure Fee	300
Website Management	2,000
Contingency	350
Landscape Maintenance	12,000
Additional Landscape Maintenance	13,000
Lake Maintenance	2,000
Maintenance Reserve	5,578
TOTAL EXPENDITURES	\$ 94,940
REVENUES LESS EXPENDITURES	\$ 238,173
Bond Payments	(211,611)
BALANCE	\$ 26,562
County Appraiser & Tax Collector Fees	(13,281)
Discounts For Early Payments	(13,281)
EXCESS/ (SHORTFALL)	\$ -
Carryover From Prior Year	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
REVENUES				
O & M Assessments	102,212	102,022	102,022	Expenditures Less Interest & Carryover/.92
Debt Assessments	230,074	230,011	230,011	Bond Payments/.92
Other Revenues	0	0	0	
Interest Income	6,180	960	1,080	Projected At \$90 Per Month
TOTAL REVENUES	\$ 338,466	\$ 332,993	\$ 333,113	
EXPENDITURES				
Engineering/Inspections	940	2,000	2,000	No Change From 2025/2026 Budget
Supervisor Fees	0	0	0	No Change From 2025/2026 Budget
Management	31,824	32,736	33,612	CPI Adjustment
Legal	1,856	2,000	2,000	No Change From 2025/2026 Budget
Assessment Roll	5,000	5,000	5,000	No Change From 2025/2026 Budget
Audit Fees	3,900	4,000	4,100	Accepted Amount For 2025/2026 Audit
Insurance	6,858	7,250	8,000	Fiscal Year 2024/2025 Insurance Was \$7,269
Legal Advertisements	823	650	850	\$200 Increase From 2025/2026 Budget
Miscellaneous	1,272	850	950	\$100 Increase From 2025/2026 Budget
Postage	395	200	200	No Change From 2025/2026 Budget
Office Supplies	579	325	325	No Change From 2025/2026 Budget
Dues & Subscriptions	175	175	175	No Change From 2025/2026 Budget
Trustee Fee	2,500	2,500	2,500	No Change From 2025/2026 Budget
Continuing Disclosure Fee	300	300	300	No Change From 2025/2026 Budget
Website Management	2,000	2,000	2,000	No Change From 2025/2026 Budget
Contingency	14,200	350	350	FY 24/25 Expenditure Was For Evaluation Digs
Landscape Maintenance	12,000	12,000	12,000	Landscape Maintenance
Additional Landscape Maintenance	6,781	13,000	13,000	Mulch, Tree Trimming, Replacements
Lake Maintenance	2,121	2,000	2,000	Lake Maintenance
Maintenance Reserve	0	7,484	5,578	Maintenance Reserve
TOTAL EXPENDITURES	\$ 93,524	\$ 94,820	\$ 94,940	
REVENUES LESS EXPENDITURES	\$ 244,942	\$ 238,173	\$ 238,173	
Bond Payments	(213,930)	(211,611)	(211,611)	2027 P & I Payments
BALANCE	\$ 31,012	\$ 26,562	\$ 26,562	
County Appraiser & Tax Collector Fees	(11,206)	(13,281)	(13,281)	Four Percent Of Total Assessment Roll
Discounts For Early Payments	(12,108)	(13,281)	(13,281)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 7,698	\$ -	\$ -	
Carryover From Prior Year	0	0	0	Carryover Balance From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 7,698	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE BUDGET
PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	4,432	1,000	1,000	Projected Interest For 2026/2027
NAV Tax Collection	213,930	211,611	211,611	Maximum Debt Service Collection
Total Revenues	\$ 218,362	\$ 212,611	\$ 212,611	
EXPENDITURES				
Principal Payments	165,000	150,000	130,000	Principal Payment Due In 2027
Interest Payments	49,363	42,763	38,913	Interest Payments Due In 2027
Bond Redemption	0	19,848	43,698	Estimated Excess Debt Collections
Total Expenditures	\$ 214,363	\$ 212,611	\$ 212,611	
Excess/ (Shortfall)	\$ 3,999	\$ -	\$ -	

Series 2016 Bond Refunding Information

Original Par Amount =	\$2,945,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2016		
Maturity Date =	May 2035		
Par Amount As Of 1/1/26 =	\$1,630,000		

Principal One Community Development District Assessment Comparison

	Fiscal Year 2022/2023 <u>Assessment*</u>	Fiscal Year 2023/2024 <u>Assessment*</u>	Fiscal Year 2024/2025 <u>Assessment*</u>	Fiscal Year 2025/2026 <u>Assessment*</u>	Fiscal Year 2026/2027 <u>Projected Assessment*</u>
O & M	\$ 131.30	\$ 231.87	\$ 231.87	\$ 231.87	\$ 231.87
<u>Debt</u>	<u>\$ 523.95</u>	<u>\$ 523.95</u>	<u>\$ 523.95</u>	<u>\$ 523.95</u>	<u>\$ 523.95</u>
Total	\$ 655.25	\$ 755.82	\$ 755.82	\$ 755.82	\$ 755.82

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Total Units 440

Prepayments 1

Billed for Debt 439

RESOLUTION NO. 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2026/2027 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Principal One Community Development District ("District") to establish a regular meeting schedule for fiscal year 2026/2027; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2026/2027 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT, DUVAL COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2026/2027 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 1st day of July, 2026.

ATTEST:

**PRINCIPAL ONE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Principal One Community Development District will hold Regular Meetings at 6:00 p.m. at the Clubhouse of IL Villagio, 9745 Touchton Road, Jacksonville, Florida 32246, on the following dates:

**October 7, 2026
November 4, 2026
December 2, 2026
January 6, 2027
February 3, 2027
March 3, 2027
April 7, 2027
May 5, 2027
June 2, 2027
July 7, 2027
August 4, 2027
September 1, 2027**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Said meetings may be continued from time to time as stated on the record to a date, time and place certain.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT

www.principalonecdd.org



LANDSCAPE SERVICES AGREEMENT

Date: May 5, 2026

BrightView: BrightView Landscape Services, Inc.

Client: Principle One CDD

Owner; Management Company or c/o (if applicable): Special District Services, Inc.

Contract Start Date: August 1, 2026

Contract End Date: July 31, 2029

Service Fee*: \$12,000.00

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property and is the financially responsible party for all fees due under this Agreement.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

LANDSCAPE SITE: Principle One CDD 9745 Touchton Road, Jacksonville, FL 32246
CLIENT BILLING ADDRESS: 2501A Burns Rd, Palm Beach Gardens, FL 33410 ATTN: Jason Pierman PHONE: 561-630-4922 BILLING EMAIL: sbethel@sdsinc.org , cc: jpierman@sdsinc.org
BRIGHTVIEW CONTACT: Rodney Hicks, Sr. Branch Manager 904-292-0716

The Term shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall **select one**

- ☒ renew automatically for successive one-year periods, (each, a "Renewal Term"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the start of the next Renewal Term.
- ☐ terminate on the Contract End Date.

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoices within fifteen (15) days of invoice date.

BrightView and Client agree to all of the Terms and Conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Description of Services (attach diagrams if necessary):

IL VILLAGIO CONDOMINIUMS LANDSCAPING PROPOSAL - CDD

We are committed to fulfilling the specific landscape needs of your property while providing the service you expect at a price point that fits your budget.

Base Management pricing includes:

- 50 Grounds Maintenance Visits
- Mowing, Weeding, Edging
- Blowing Debris, Bed Weed Control
- Shrubs and Groundcover Pruning

Agronomics Management pricing includes:

- 6x Turf Fertilization
- Turf Insect and Weed Control as needed
- 2x Shrub and Groundcover Fertilization
- Shrub and Groundcover Insect Control as needed

Irrigation Inspection pricing includes:

- Monthly check and adjust all zones
- Monthly cleaning irrigation heads
- Monthly Irrigation report

Total including all of the above monthly fee: \$ 1,000.00

Total including all of the above yearly total: \$ 12,000.00

3 YEAR PRICING

Year 1 Total Price	\$ 12,000.00
Year 2 Total Price	\$ 12,600.00
Year 3 Total Price	\$ 13,224.00



Terms and Conditions

1. Services.

- (a) For purposes of this Agreement: (i) the “Services” consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the “Scope of Landscape Services” attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the “Landscape Site(s)” consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined on page 1), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.

2. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a “Work Order”). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the “Work Order Charges”).

3. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers’ compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

4. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

5. Service Fee.

- (a) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys’ fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (b) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such change.
- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client’s convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a “Shortfall”), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. If the result is a negative number (an “Overage”), the Overage shall become due and payable and BrightView shall promptly pay such Overage to Client. Neither a Shortfall nor an Overage are liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services, (i) performed prior to but unpaid by Client as of the Termination Date or (ii) not performed prior to but paid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall or an Overage exceed the total amount that would have been received by BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise hereunder, BrightView reserves the right to increase the Service Fee every 12 months by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) CPI. If applicable, CPI is defined as the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. “Consumer Price Index” and “CPI” means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.
- (e) In the event that, during the performance of Services, the cost of materials or fuel (collectively, “Variable Costs”) required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (f) Client must provide at least 10 days’ prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

Terms and Conditions

6. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. Upon termination, Client will, within fifteen (15) days of the Termination Date, pay BrightView all amounts owed to date for Services performed.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility.
- (b) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

7. General Provisions.

- (a) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000.00 for each such employee.
- (b) This Agreement shall be governed by the law of the State of Florida will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (b) This Agreement, together with attached Scope of Landscape Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (c) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (d) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (e) BrightView's total liability for any losses, damages, and expenses of any type whatsoever, including indemnification obligations, if applicable, incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of

the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. Further, In no event will either party be liable for special, indirect, incidental, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.

- (f) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure products, fire, earthquake 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 of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView.
- (g) Unless otherwise expressly provided in a provision that cross-references this Section 7(g), in the event of any conflict or inconsistency between this Agreement, any Statement of Work ("SOW") and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.
- (h) **Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: _____

Address: _____

With a copy to:

Office of the General Counsel

980 Jolly Rd., Suite 300

Blue Bell, PA 19422

If to Client:

Attn: _____

Address: _____

With a copy to:

Attn: _____

Address: _____

- (i) Client agrees that BrightView may use images, videos, and stories of the work BrightView performs on Client's Property, for various marketing purposes, including corporate brochures, digital media campaigns, trade show booths, advertising, web, public relations, news stories, and award submissions.
- (j) BrightView is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at: https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf, keeps us true to our values. If you become aware of a violation of the BrightView Code, we encourage you to report it by: (I) Filing a report at www.brightviewconcerns.com; or (II) Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.