



**NEWFIELD
COMMUNITY DEVELOPMENT
DISTRICT**

MARTIN COUNTY

**REGULAR BOARD MEETING
JULY 30, 2025
9:30 A.M.**

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

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

AGENDA
NEWFIELD
COMMUNITY DEVELOPMENT DISTRICT
2400 SE Federal Highway, #203
Second Floor Conference Room
Stuart, Florida 34994
Conference Call (800) 743-4099 Access #9363638
REGULAR BOARD MEETING
July 30, 2025
9:30 A.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
- F. Approval of Minutes
 - 1. May 28, 2025 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Resolution No. 2025-06 – Ratifying Sale of 2025 Bonds.....Page 6
 - 2. Consider Ratification of Fireworks Display Agreement.....Page 8
 - 3. Consider Selection of Landscape Maintenance Bid.....Page 20
 - 4. Consider Approval of FY 2025/2026 Budget Funding Agreement.....Page 33
- I. Administrative Matters
- J. Board Member Comments
- K. Adjourn

Publication Date
2025-07-21

Subcategory
Miscellaneous Notices

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING

The Board of Supervisors (Board) of the Newfield Community Development District (District) will hold a Regular Board of Supervisors Meeting (Meeting) on July 30, 2025, at 9:30 a.m. in the Second Floor Conference Room located at 2400 SE Federal Highway, #203, Stuart, Florida 34994, where the Board may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 (District Managers Office), during normal business hours, or by visiting the Districts website at www.newfieldcdd.org.

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this Meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the Meeting. 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), for aid in contacting the District Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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 such appeal is to be based.

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

Stephanie Brown

District Manager

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

www.newfieldcdd.org

Pub: July 21, 2025; #11493367

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
MAY 28, 2025**

A. CALL TO ORDER

The May 28, 2025, Regular Board Meeting of the Newfield Community Development District (the “District”) was called to order at 9:30 a.m. in Suite 203 of 2400 SE Federal Highway, Stuart, Florida 34994.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *The Stuart News* on October 18, 2024, as part of the District’s Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. CONSIDER BOARD MEMBER RESIGNATIONS AND APPOINTMENT TO BOARD VACANCIES

A **motion** was made by Mr. Read, seconded by Ms. Walsh, accepting the resignations of Rich Bruce, effective April 30, 2025, and Jason Corp, effective May 27, 2025. The **motion** passed unanimously.

Sam Nicho was nominated to the Newfield CDD Board of Supervisors.

A **motion** was made by Ms. Walsh, seconded by Mr. Becerra, appointing Mr. Nicho to the Newfield CDD Board of Supervisors - Seat 4. The **motion** passed unanimously.

D. ESTABLISH QUORUM

A quorum was established with the following Supervisors in attendance: Supervisors Jose Becerra, Jonas Read and Celine Walsh.

Also in attendance were: District Manager Andrew Karmeris of Special District Services, Inc (via phone).; District Manager Stephanie Brown of Special District Services, Inc.; District Counsel Lindsay Whelan of Kutak Rock LLP (via phone); Misty Taylor of Bryant Miller Olive P.A.; Community Development Director James Fitzgerald of Mattamy Homes; and District Engineer Bob Higgins of Higgins Engineering and Surveying LLC.

E. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

F. COMMENTS FROM THE PUBLIC

There were no members from the public present.

G. APPROVAL OF MINUTES

1. April 30, 2025 Regular Board Meeting

The April 30, 2025, Regular Board Meeting minutes were presented for Board consideration.

A **motion** was made by Mr. Read, seconded by Ms. Walsh, approving the minutes of the April 30, 2025, Regular Board Meeting, as presented. The **motion** passed unanimously.

**Note At approximately 9:35 a.m., Ms. Brown recessed the Regular Board Meeting and opened the Public Hearing regarding the Fiscal Year 2025/2026 Final Budget.*

H. PUBLIC HEARING

- 1. Proof of Publication *The Stuart News* on 5/8/2025 & 5/15/2025**
- 2. Receive Public Comments on Fiscal Year 2025/2026 Final Budget**

There were no members from the public present.

3. Consider Resolution No. 2025-03 Adopting a Fiscal Year 2025/2026 Final Budget

Resolution No. 2025-03 was presented entitled:

RESOLUTION NO. 2025-03

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

A **motion** was made by Mr. Read, seconded by Mr. Becerra, adopting Resolution No. 2025-03 Fiscal Year 2025/2026 Final Budget, as presented. The **motion** passed unanimously.

**Note At approximately 9:36 a.m., Ms. Brown closed the Public Hearing regarding the Fiscal Year 2025/2026 Final Budget and reconvened the Regular Board Meeting.*

I. OLD BUSINESS

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

J. NEW BUSINESS

- 1. Consideration Resolution No. 2025-04 Adopting a Fiscal Year 2025/2026 Meeting Schedule**

Resolution No. 2025-04 was presented, entitled:

RESOLUTION NO. 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE.

A **motion** was made by Mr. Read, seconded by Mr. Becerra, adopting Resolution No. 2025-04 as presented. The **motion** passed unanimously.

2. Consider Ratification of Interlocal Agreement with Martin County Tax Collector

A **motion** was made by Mr. Jonas, seconded by Mr. Becerra, approving the Interlocal Agreement with the Martin County Tax Collector as presented. The **motion** passed unanimously.

3. Consideration of Financing Matters

a. Consider Approval of Supplemental Engineer's Report

A **motion** was made by Mr. Read, seconded by Mr. Becerra, approving the Supplemental Engineer's Report as presented. The **motion** passed unanimously.

b. Consider Approval of Supplemental Assessment Methodology Report

A **motion** was made by Mr. Read, seconded by Mr. Becerra, approving the Assessment Methodology Report as presented. The **motion** passed unanimously.

c. Consider Resolution No. 2025-05 Supplemental Assessment Resolution

Resolution No. 2025-05 was presented, entitled:

RESOLUTION NO. 2025-05

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (2025 ASSESSMENT AREA); CONFIRMING THE DISTRICT'S PROVISION OF THE SERIES 2025 PROJECT AND ADOPTING A SUPPLEMENTAL ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2025 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENT TO THE

IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2025 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

A **motion** was made by Mr. Jonas, seconded by Ms. Walsh, adopting Resolution 2025-05 as presented. The **motion** passed unanimously.

K. ADMINISTRATIVE MATTERS

Ms. Brown reminded the Board to complete their Forms 1 by July 1, 2025, and that the annual ethics training was required to be completed no later than December 31, 2025.

L. BOARD MEMBER COMMENTS

There were no further Board Member comments.

M. ADJOURNMENT

There being no further business to come before the Board, Mr. Read adjourned the meeting at 9:45 a.m. There were no objections.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (2025 ASSESSMENT AREA); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (2025 ASSESSMENT AREA); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Newfield Community Development District (“District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Revenue Bonds, Series 2025 (2025 Assessment Area), in the par amount of \$25,720,000 (“Series 2025 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2025 Bonds on May 29, 2025; and

WHEREAS, as prerequisites to the issuance of the Series 2025 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2025 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2025 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2025 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and

all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2025 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 30th day of July, 2025.

ATTEST:

**NEWFIELD COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**AGREEMENT BY AND BETWEEN THE NEWFIELD COMMUNITY DEVELOPMENT
DISTRICT AND EXPLOSIVE TOUCH ENTERPRISES LLC
FOR FIREWORKS DISPLAY**

THIS AGREEMENT (the “**Agreement**”) is made entered into this 5th day of June, 2025, by and between:

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Martin County, Florida, and having a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”); and

EXPLOSIVE TOUCH ENTERPRISES LLC., a Florida limited liability company, with a mailing address of 4260 Amelia Plantation Court, Vero Beach, Florida 32967 (“**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to perform a fireworks display during a Fourth of July event hosted on District property, as more particularly described and identified in **Exhibit A** (the “**Services**”),

WHEREAS, Contractor represents that it is qualified, willing and able to perform the fireworks display previously mentioned and has agreed to perform the Services for the District; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. Contractor agrees to provide all materials, labor, items and tools necessary to

perform the Services, including but not limited to the supply, transport, set-up, fire, tear down, and disposal, of a community fireworks display, as described in more detail in **Exhibit A**. The Services shall be performed to allow for a fifteen (15) minute display at 9:00 P.M. on July 4, 2025 at 7745 SW Creek Street, Palm City, Florida 34990; provided, however, that if the display is not able to occur at said date, time, and location due to inclement weather (as determined mutually by the Parties) or any other cause not within the control of the District, then the display shall be postponed, at no cost to the District, and instead held on the postponement date, which date shall be agreed to by the Parties. If the District wishes to cancel the display instead of scheduling a postponement date, the District shall pay the Contractor a cancellation fee equal to fifty percent (50%) of the fee set forth in Section 3 herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are performed. While performing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure the completion and safety of the Services.

C. Contractor and its contractor(s), if any, shall comply at all times with all relevant statutes and regulations applicable to the performance of the Services and shall, upon request of the District, provide proof of such compliance. Moreover, Contractor shall be responsible for obtaining all the permits and governmental approvals necessary for the performance of Services, as well as the cost thereof.

D. Contractor acknowledges and agrees that it shall identify and stake out the area in which fireworks display shall take place before the performance of the Services commences. Contractor shall also ensure that no attendees come within one hundred fifty (150) feet of the area in which the fireworks shall be launched during the performance of the Services.

E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Services. At completion of the Services, Contractor shall remove from the site debris, waste materials, rubbish, tools, equipment and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor.

F. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees that it shall assume responsibility for any and all damage to the District's property as a result of Contractor's performance of the Services. In the event of any such damage to District property, the District shall notify Contractor of such damage. Contractor agrees that the District may make whatever arrangements necessary,

in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's facilities, residents and landowners. Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of such repairs.

SECTION 3. COMPENSATION. For the performance of the Services, the District shall pay Contractor a total of **Twenty Five Thousand Dollars and Zero Cents (\$25,000.00)**. Upon the execution of this Agreement, the District shall pay an initial deposit equal to **Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00)**, as set forth in **Exhibit A**. The District shall pay the Contractor the remaining compensation upon the completion of the Services. This compensation includes all materials, labor, items and tools as set forth in **Exhibit A**, as well as all costs associated with preparation for the performance of the Services and the cleaning of the premises after the performance of the Services.

SECTION 4. INSURANCE.

A. Contractor, and any of its subcontractors, shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District, its agents, staff, consultants and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement on a primary and non-contributory basis. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor, or its subcontractors, as applicable, fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, all as actually incurred.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 8. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and

all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 9. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 10. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 11. TERMINATION. The District agrees that Contractor may terminate this Agreement with cause by providing ten (10) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. The District shall provide ten (10) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

SECTION 12. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 13. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 15. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 16. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 18. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 19. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Newfield Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Explosive Touch Enterprises LLC
4260 Amelia Plantation Court
Vero Beach, Florida 32967
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notices on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 20. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 21. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Martin County, Florida.

SECTION 22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Stephanie Brown** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida

laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, SBROWN@SDSINC.ORG, OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

SECTION 23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 24. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 25. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 26. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 27. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 28. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“**Public Integrity Laws**”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 29. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**


Secretary / Assistant Secretary


Chairperson, Board of Supervisors

WITNESS:

**EXPLOSIVE TOUCH ENTERPRISES
LLC, a Florida limited liability company**


Print Name: Julie Weppel

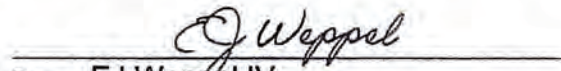

By: EJ Weppel IV
Its: Owner/President

Exhibit A: Scope of Services

EXPLOSIVE
TOUCH ENTERPRISES

SERVICE CONTRACT

Scope of Work:	15-Minute Aerial Fireworks Display
utilizing high quality 1.3G Fireworks & 1.4G Fireworks. Display will be 100% electronically fired and will include 3 segments: Opener, Body & Grand Finale.	
Company will secure ALL permits required for display.	
Shots/Shells to be included: 2.5": 200; 3": 300; 4": 108; 5": 60; 6": 18	

Page 19

**Newfield CDD
C/O Campbell Property Management
525 NW Lake Whitney Place Suite 202
Port St. Lucie, FL 34986**

Please consider this the Newfield CDD's formal request for a proposal for landscaping services.

Your organization has been selected as a candidate based on your local presence, long-standing operation and overall reputation in our area.

The primary elements for the CDD are attached in Exhibit "A" of this RFP. The areas of the CDD are notated in "Red" for bidding purposes and not all areas are currently built out. A scheduled walk-through is required before any bids will be accepted.

SCOPE OF WORK SHOULD INCLUDE BUT NOT BE LIMITED TO:

1) Scope

a) Lawn Services

- i) 40 cuts per year, with an additional cut at the request of the Association.
- ii) Zoysa Grass to be cut weekly on event lawn area
- iii) Weeding of plant beds, 12 times per year
- iv) Trimming of hedges, 12 times per year
- v) Trimming of ornamentals – as needed
- vi) Trimming of all trees under 10' as needed
- vii) Edging or weed eating of all walkways, flower beds, perimeters of buildings and streets.
- viii) Debris to be removed on same day as services are performed.
- ix) Removal of broken or nuisance tree limbs and palm fronds as required.
- x) Debris and trash pickup along all CDD controlled areas during scheduled visits.

b) Fertilization and Spray Services

- i) Lawn Fertilization – 3 times per year, plus a fourth time with Weed Control.
- ii) Integrated Pest Management – Treatment should be done Monthly; however, a specialist should complete the work on a phased schedule and be onsite weekly. All of the following will be treated as required based on the weekly inspection: lawn weeds and fungus, insects, fungus and other issues on ornamentals.
- iii) Additional resources will be deployed as required to complete the work on a prompt basis.
- iv) Include cost for call backs to treat issues in-between weekly inspections.
- v) Fertilization of shrubs and ornamentals – January, April, July and October.
- vi) Fertilization of palm trees – April and October.

c) Irrigation Services

- i) Cost should include all labor and materials required.
- ii) Entire property to be fully checked every month, but checks should occur on phased schedule, so an irrigation specialist is onsite every week.
- iii) Additional resources will be deployed as required to complete checks, repairs and adjustments on a prompt basis as required.
- iv) PVC Pipes up to 1 ½" shall be repaired.
- v) Company is responsible for repairing any damage to sprinkler heads, parts and lines caused by the company.
- vi) Company is responsible for making adjustments to sprinkler heads as required.
- vii) Company will not repair clocks, valves, pumps, main lines and other irrigation equipment without prior approval from the CDD.

d) Manager or Regional Supervisor will inspect the property a minimum of once per week and make recommendations.

e) An owner, or member of the executive team will visit the property once a month for an overall inspection.

2) Contract terms and other information:

- a) Please confirm that your agreement will allow 30-day cancellation without cause.
- b) Please provide proof of firms' insurance coverages.
- c) 1 year term with renewal option

CONTACT INFORMATION AND QUESTIONS

Please send any questions regarding this RFP to Chad Ridinger at Cridinger@campbellproperty.com or you can reach him at 772-262-6582

Please email your proposal, fees, and related information to the same e-mail address no later than 30 days from the time of receipt of this RFP.

CLOSING

We appreciate your participation in this process and look forward to answering your questions and reviewing your proposal.

Chad Ridinger,

General Manager for Newfield

Newfield CDD Landscape Bid Analysis

These bids are for the landscape maintenance of Newfield CDD. The areas that are currently being bid on are seen below in "RED". Note that not all areas are currently built therefore the total billing will be lower.

CPM

\$14,015 Monthly

\$168,180 Yearly

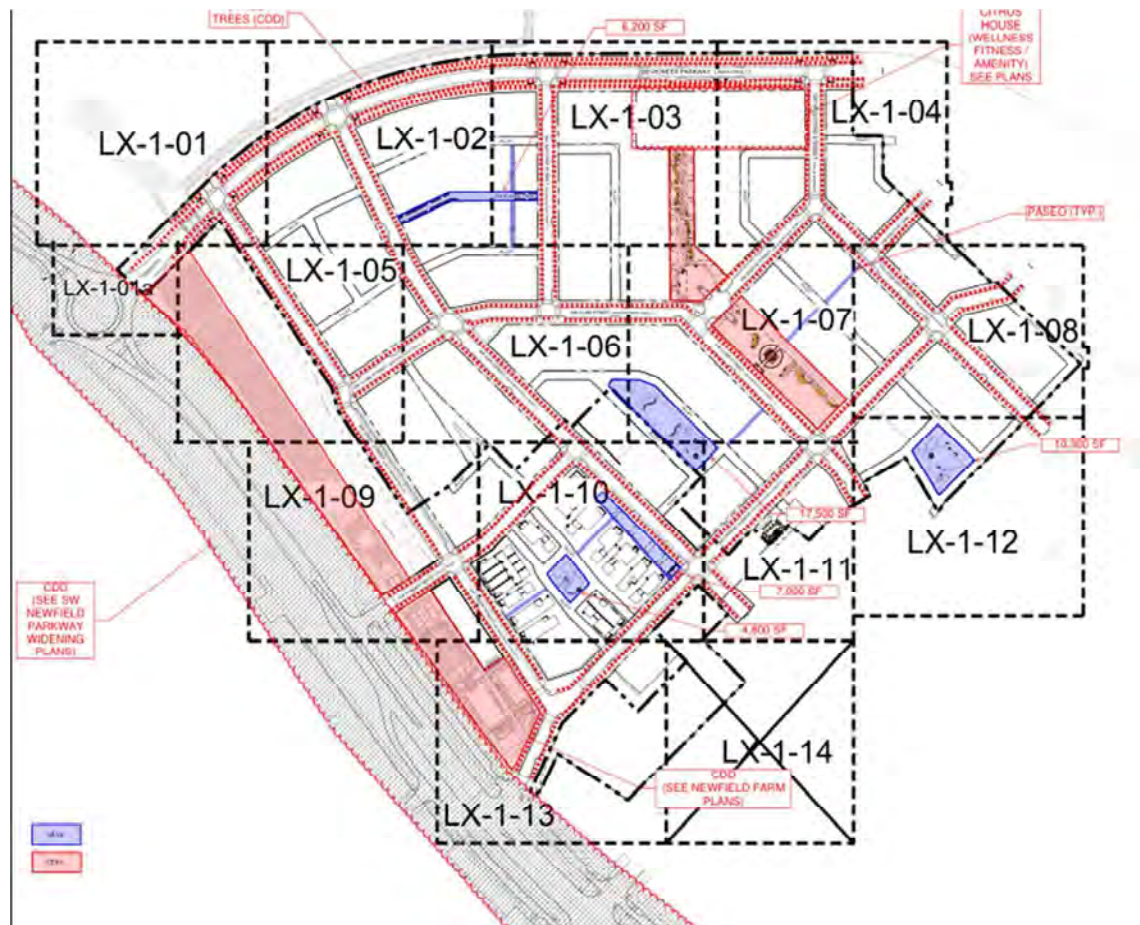
Grasshopper

\$14,850 Monthly

\$178,200 Yearly

Notes: Both bids include the following:

1. Monthly weed control for all areas including sidewalks
2. Debris and trash pickup along all streets, sidewalks, etc. owned by the CDD.
3. Tree trimming up to 10' for Grasshopper and 12' for CPM
4. IPM
5. Fertilization 4x Turf, 3x Trees, 3x Ornamentals and Bushes
6. Watering of the "Newfield" Silo area via watering truck
7. 40 cuts a year for St. Augustine, 52 cuts a year for Zoysa grasses





4101 Vinkemulder Road | Coconut Creek, FL 33073 | 954.973.3333 | WWW.CPMLAWN.COM

LAWN MAINTENANCE CONTRACT

MAINTENANCE AGREEMENT

This Maintenance Agreement between **Newfield CDD** doing business in **Martin County, Florida**, hereinafter referred to as "The Client" and **Complete Property Maintenance, INC.** incorporated under the state of Florida, hereinafter referred to as "The Company", for the purpose of maintaining and servicing lawns, enter into this agreement as further described below.

PURPOSE

The purpose of this agreement is to specify the terms, conditions, and requirements pertaining to cutting, servicing, and maintaining the areas so listed. The Client and The Company both agree that the essence of their relationship is "good will".

TERMS AND CANCELLATION OF AGREEMENT

This contract is for **3 year(s)** commencing **June 1, 2025**, unless sooner terminated as hereinafter provided. This agreement will continue until either The Company or The Client cancel the agreement by providing **30 days** written notice of termination. The client is responsible for all payments for services performed through the date of termination. In the event of litigation relating to the subject matter of this agreement, the losing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

AREAS TO BE SERVICED

- Current Denoted CDD common areas on Exhibit 'A'

SERVICES TO BE RENDERED BY THE COMPANY

A) LAWN SERVICES:

- I. Cutting of lawns **40** times per year, as follows: **Zoysia Cut weekly (52 cuts)**

2 Cuts per Month	January & February
3 Cuts per Month	March, April, November & December
4 Cuts per Month	May Thru October

- * Turf to be cut at a height of 3.5 – 4.5 inches depending on time of year and conditions.
- * Mower blades will be sharpened and decks cleaned prior to each cut.
- 2. Weeding of plant beds **12** times per year. Performed Manually within Agritourism(farm site) area.
- 3. Trimming of hedges **12** times per year. Any material with temporary holiday lighting will be

- skipped.
4. Ornamentals (i.e. Ixora, Hibiscus, Trinettes, etc.) will be trimmed as needed using correct Horticultural Practices.
 5. Edging and weed eating of all walkways, flower beds, sea walls, fence lines, perimeters of buildings, and streets. Stone covered beds without steel, cement, or brick borders will not be edged.
 6. All debris resulting from our work to be removed from the property on the same day that services are rendered.
 7. Clippings to be removed from all paved and mulched surfaces after each mowing by mechanical blower.
 8. Broken and nuisance tree limbs, brown palm fronds, and fronds hitting building will be removed up to **12 (twelve) feet**. Lower branches and suckers will be trimmed to a clean height of **10 (ten) feet**. This service is not a replacement for normal annual tree trimming services and all palms should be formally trimmed yearly in accordance with **ISA Arborist** recommendations.
 9. Debris and Trash pickup along all CDD controlled areas during scheduled visits. When possible, turf obstacles will be maintained with a string trimmer to the best of our abilities to present a neat appearance.
 10. The Company Account Manager shall inspect the property after each service to ensure all standards have been met.

B) FERTILIZATION AND SPRAY SERVICES:

1. Fertilization Services will be conducted under the following schedule:

Lawn Fertilization	4 x Per Year
Fertilization of Shrubs & Ornamentals	3 x Per Year
Fertilization of Palm Trees	3 x Per Year

2. Pest Management will be conducted under the following schedule:

Integrated Pest Management	Monthly
-----------------------------------	----------------

- i. The Company spray technician will visit the property weekly on a phased schedule and make a thorough inspection of all the serviced areas. They will then spot treat the necessary areas to control insects and weeds. Any large outbreaks will be proposed.
- ii. Weeds in pavers, sidewalks, and tree rings will be treated as required. Turf weeds without selective chemicals available will not be covered (e.g. False Bermuda, Carpetgrass).
- iii. Fungus in lawns will be spot treated, large areas will be proposed.
- iv. Chewing Insects, such as Aphids, on shrubs and ornamentals will be treated as required.
- v. Insects not covered under the pest control specification of this contract include Diamond or Lac Scale, Lethal Bronzing, Take all root rot, Brown Patch fungus, Botryospheria, Lethal Viral Necrosis, Ficus Whitefly (or any form of Whitefly), Asian Scale, Nematodes, White Footed Ants, and newly identified pests. The products used to treat these insects are costly. In an effort to keep our pricing within reach, we will provide pricing should the need arise to treat these pests or large outbreaks.

C) IRRIGATION SERVICES: Common Area



INITIALS:
DATE:

1. An Irrigation mechanic will visit the property weekly on a phased schedule to perform a wet check **Monthly**.
2. As part of the wet check, following services are provided with no additional billing:
 - i. Inspection of all sprinkler heads zone by zone.
 - ii. Cleaning of clogged nozzles.
 - iii. Replace or repair broken sprinkler heads caused by The Company employees and/or equipment.
 - iv. Clean and adjust sprinkler heads to insure proper coverages.
 - v. Inspect controllers for proper operation.
 - vi. Reprogram controllers according to seasonal requirements or imposed restrictions
3. All repairs up to 1 1/2" will be completed during the wet check and billed for parts only.
4. All large repairs (i.e. clocks, main line, pumps, etc.) will be proposed for approval and will not be performed without written authorization from a board representative.
5. Billable repairs will be charged at an hourly rate of **\$65.00** for a Technician and **\$55.00** for a Tech Assistant.

On new properties an initial irrigation system evaluation will be done to determine if the previous contractor neglected the system. A proposal will be provided to the board if an initial repair is needed in order to get the system back into proper working order. (NOTE: this does not apply to all properties if the system was previously maintained properly)

D) OPTIONAL SERVICES **NOT INCLUDED** IN THIS CONTRACT:

1. Mulching
2. Seasonal Annuals
3. Landscape Improvements
4. Tree Trimming

E) OTHER:

1. The Company will send The Client a written monthly work schedule on or before the first of each month outlining the specific work to be performed pursuant to this agreement for the following calendar month.
2. The Company will be available in the event The Client deems it necessary to have specific work done prior to or after a major storm or act of nature. Any major repair or extra work done due to storms or acts of nature are not to be covered in the above stated service.
3. The Company will assure that there are qualified workers on the job site to complete all phases of the operation in a reasonable time limit.
4. The Company will see that their crews are kept together and are not scattered about the property.
5. The Company employee will be supervised by an experienced and English-speaking supervisor, who will be on the property during work hours.
6. The Company shall perform all our services in compliance with all laws, ordinances, and regulations of federal, state, county, and municipal authorities as may be applicable.
7. The Company will provide a uniform shirt and hat to all of its employees who are performing work on the property.



INITIALS:
DATE:

8. The Company will guarantee that work in this contract will be finished in a timely manner and any work left undone will be corrected or repaired without delay on the following business day.
9. Employees of the Company may not be hired or solicited by the Client or any future contractor chosen by the Client, during this contract and for (1) one year from the date this contract expires or is terminated. If any such employees are hired by the Client or any future contractor chosen by the Client, the Client agrees to a fee equal to (1) one year's annual salary of any and all employee(s) hired under this provision and both parties are relieved from any further obligations.
10. If there are significant changes to the turf, plant material, or irrigation within the areas to be serviced after the commencing date of this contract, the contract pricing may be subject to review by either The Company or The Client.
11. Contracts are subject to review quarterly to capture newly installed areas.
12. CPM will honor warranty provided by installer once installed, maintained by installer and in the ground for 30-60 days based on material. A certain percentage of Newly installed material or transplanted material will perish without cause within this period so any inspection prior to this will not present the issue.

COST

The cost of services listed above in this contract will be **\$168,180** per year. The monthly fee will be **\$14,015 per month** increased **3%** annually. The monthly payment is due by the **10** (tenth) day of each month. A **1.5%** service charge will be applied per month on past due accounts. At the conclusion of the above term, this contract shall automatically renew each year for an additional year unless otherwise agreed to by the parties.

SCOPE OF WORK

- The Company shall provide all necessary labor, material, equipment, and fully trained personnel to properly maintain all landscaped areas within the contract limits.
- The Company is responsible for and will guarantee all work outlined in this contract.
- The Company will follow established horticultural practices for ground maintenance to ensure a neat appearance of the property.

DAMAGES

- Shrubs, trees, plants, or sprinkler heads damaged by The Company, shall be replaced at The Company's expense.
- The Company will not be responsible for damages caused by soil-borne diseases, fungus, insects, or any other problems not outlined in this contract.
- The Company will not be responsible for irrigation or any other types of damages existing prior to the signing of this contract.
- The Company will not be responsible for any damages resulting from unusually excessive rain, lightning, windstorms, hurricanes, or any other acts of nature. Any cleanup afterwards will incur additional charges as per work performed.
- The Company will not be responsible for any damages to landscape lighting or decorations that are not at least 12 inches into the bed and at least 6 inches away from any trimming material.



INITIALS:
DATE:

- The Company will not be responsible for damages to plastic edging due to regular turf maintenance.
- The Company will not be responsible for small chips and normal wear to tiles and bricks that are not separated from the turf edging by concrete or some other buffer.
- The Company will not be responsible for screens without a kick plate or 12 inch buffer from the edge of the turf.
- The Company is not responsible for telephone, lighting, or any other underground cables that are within **6 (six)** inches of the surface damaged by edger's or any other equipment.
- Damages must be inspected and approved by The Company for repair before compensation will be made.
- Damages caused by conditions beyond The Company's control shall be repaired at The Client's expense. Under no circumstances will money be deducted from the payments due under this contract.

COMPLIANCE, INSURANCE, AND LICENSE

- All employees of The Company shall be qualified U.S. citizens or legal residents authorized to work in the U.S.
- The Company must maintain proper general liability, automotive liability, workers compensation, and any other insurance required by the law.
- Copies of each Insurance to be attached upon signing of contract. Insurance must be maintained at the same or higher limits throughout the term.
- The Company has a valid landscape license that must remain active and in good standing throughout the term.
- Conflict of Interest Disclosure: There is common ownership between Campbell Property Management and Complete Property Maintenance. This business interest has been disclosed in the management contract between The Client and Campbell Property Management.

ADDITIONAL WORK

All additional work not outlined in this contract will be invoiced separately on a time and materials basis, payment will be made within (7) days of billing.

In consideration of the aforesaid, The Company and The Client hereto agree on this _____ day of _____, **2025**.

COMPLETE PROPERTY MAINTENANCE, INC

WITNESS

CLIENT

WITNESS



INITIALS:
DATE:



LANDSCAPING & DESIGN, INC.

10480 West Atlantic Ave.
Delray Beach, FL 33446

Phone: 561-638-2356
Fax: 561-638-9704

**NEWFIELD CDD
LANDSCAPE MAINTENANCE CONTRACT**

In return for the fees set forth in Section 6, GLD will provide the equipment, materials and labor required to perform the services set forth in Sections 1 through 5. Work will be performed by uniformed employees, who will be supervised at all times.

1. LAWN / TURF CONTROL

Includes all maintenance required to produce green, healthy grass, including:

- a. Four correct fertilizations per year. The application schedule is indicated on Page 3: Maintenance Program.
- b. Additional application of fertilizer when conditions warrant.
- c. Mowing to be done on a **7-day frequency**.
- d. Hand and power trimming as outlined on page 3.
- e. Edging the sidewalks and landscape beds with a power edger in conjunction with mowing operations.
- f. Proper methods of irrigation will be utilized, as determined by turf and plant requirements. GLD will monitor and adjust the frequency and volume of water needed to endure turf health, avoid waste, prevent leaching of nutrients from below the root zone and allow for occasional drying of the soil to stimulate deep, extensive root growth. GLD will consistently monitor and maintain the irrigation equipment, control clocks and flow control valves. GLD is not responsible, however, for the maintenance or servicing of the irrigation pumps.

2. TREE / SHRUB MANAGEMENT

- a. Fertilization and trimming will be provided as indicated on page 3.
- b. Pruning, trimming, and shaping will be limited to a height of 10 feet, in keeping with our safety policy.
- c. GLD will trim, prune, and shape plants for the "expected growth pattern". Plants will be shaped for the future and not the present, with the understanding that if one constantly trims to the same height yearly, the shrub will never grow to its desired capacity.
- d. GLD will take the necessary precautions to prevent damage to trees and shrubs while mowing, edging, and servicing the property.
- e. IPM monthly visit included on this contract.

3. MANAGEMENT OF CONTROLLED LANDSCAPE AREAS

The areas of controlled growth, such as flower beds and landscaped areas will be controlled for weeds, as outlined on page 3.

4. NON-CONTAINED TRASH

- a. GLD personnel will always endeavor to maintain the cleanest property possible. Policing of the property will be conducted during the mowing operation.
- b. The customer may increase the frequency of property clean-up by contracting with GLD for additional servicing.

5. MISCELLANEOUS

- a. GLD will provide all necessary insurance to enforce this agreement and protect the customer.
- b. GLD will, at all times, have sufficient liability and workers compensation insurance.
- c. Irrigation repair and expansion, plants replacements, and additional plantings will be priced as needed.
- d. In the event of a hurricane or other natural disaster resulting in landscaping damage, irrigation damage, and/or need for additional service, there will be fees for any labor or machinery needed to clean up and restore the property.
- e. In the event of hurricane clean-up, regular maintenance may be interrupted. A missed service, if it occurs, will either be made up or will be credited to your account.
- f. Tree trimming is not included in this contract.
- g. White-fly treatment for hedges and trees is available for an additional fee.

6. FEES

- a. GLD fee for the aforementioned services is **\$14,850.00** per month.
Terms: Payment due 30 days from date of invoice. If payment is not received by the end of the current month, service will be suspended.
- b. Mulch, annuals and additional materials are not included in this fee.
- c. Fees for laboratory testing, which may be required due to circumstances beyond the control of GLD, are the responsibility of the customer.
- d. Due to South Florida climate and pests, Sod is not covered under warranty.
- e. Periodic vine attachment (using tapcons and stainless-steel wire) to columns or wall is billable item.

AREAS INCLUDED AS OF 5-1-2025
See map RED areas on pages 5

7. TERMINATION

- a. This agreement is for the period of May 1, 2025 to May 1, 2026 .
- b. This agreement may be terminated upon 30 days written notice initiated by either party. It is understood that GLD will not perform any work, nor give termination notice if the client does not remit payment as outlined in Section 6.

Grasshopper's

MAINTENANCE PROGRAM

INCLUSIVE SERVICES

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mowing	5	4	4	5	4	4	5	4	4	4	4	5
Weeding	1	1	1	1	1	1	1	1	1	1	1	1
Trimming	1	1	1	1	1	1	1	1	1	1	1	1

-Total of cuts per year = 52

-Total of weedings per year = 12

-Total of trimmings per year = 12

Fertilization

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Turf			1		1			1		1		
Trees		1					1				1	
Shrubs			1				1				1	

-Total for turf fertilization per year for the first year = 4

(after the first year one application will be skipped as the nutrient levels in the turf are stabilized)

-Total for tree fertilization per year = 3

-Total for shrub fertilization per year = 3

OPTIONAL SERVICES

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mulch				1						1		
Annuals			1						1			

-Total times for mulch per year= 2

-Total times for Annuals per year=2

-Mulch is recommended to retain moisture and nutrients in the soil.

-We recommend planting annuals in the Fall and Spring seasons, as these are the times for the best selection and optimal growth.



ACCEPTANCE OF PROPOSAL & HOMEOWNER INFORMATION

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions of this proposal are satisfactory for **52 cuts/year at \$ per month** and are accepted. GLD is authorized to perform the services as specified. Payment will be remitted as outlined in Section 6.

Property Owner's Signature

Date

Grasshopper's Landscaping Signature

Date

HOMEOWNER INFORMATION

PROPERTY OWNER

PROPERTY ADDRESS

HOME PHONE

CELL PHONE

FAX

EMAIL ADDRESS

BILLING ADDRESS (if different from property address)

OTHER CONTACT(S): housekeepers, property managers, etc.

TITLE

PHONE

FAX

☐ Please select box if you would like monthly service invoices to be emailed.
Invoices for additional work will be mailed.

Please notify security to allow access for service

Thank you,

Grasshopper's Landscaping

BUDGET FUNDING AGREEMENT
FISCAL YEAR 2025

This Agreement (“**Agreement**”) is made and entered into effective as of October 1, 2024 (the “**Effective Date**”), by and between:

Newfield Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, (“**District**”), and is located in Martin County, Florida (“**County**”), and

Mattamy Palm Beach LLC, a Delaware limited liability company, and the owner and/or developer of property located within the boundaries of the District (“**Developer**,” and together with the District, the “**Parties**”). For purposes of this Agreement, the term “**Property**” shall refer to that certain property within the District owned by the Developer on the Effective Date of this Agreement.

RECITALS

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, Developer presently owns and/or is developing the Property within the District, which Property will benefit from the timely construction and acquisition of the District’s facilities, activities, and services and from the continued operations of the District; and

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the Board of Supervisors (“**Board**”) of the District adopted its general fund budget (“**Budget**”) attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in the Budget; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit to the Property equal to or in excess of the costs reflected in the Budget; and

WHEREAS, the Developer agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the lands within the District, including the Property, for the activities, operations, and services set forth in the Budget; and

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer’s consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District’s general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same.

2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy assessments, including on the Property, in the event of a funding deficit.

3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:

- a. The District shall have the right to file a continuing lien (“**Lien**”) upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a “Notice of Lien” in the public records of the County.
- b. The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
- c. The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto, except as set forth in Section 1.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

8. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH.** This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation

of any provision of this Agreement, the Parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

[SIGNATURES ON NEXT PAGE]

Attest:

**Newfield Community Development
District**

Secretary / Assistant Secretary

By: _____
Its: _____

Mattamy Palm Beach LLC

Witness

By: _____
Its: _____

EXHIBIT A: FY 2025 Budget

EXHIBIT A

FY 2025 Budget

Newfield Community Development District

**Final Budget For
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026**

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FINAL BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2025/2026 BUDGET
REVENUES	
O&M Assessments	0
Developer Contribution	125,209
Debt Assessments	0
Interest Income	360
TOTAL REVENUES	\$ 125,569
EXPENDITURES	
Supervisor Fees	1,000
Payroll Taxes	80
Engineering/Inspections	15,000
Miscellaneous Maintenance	5,000
Management	40,464
Legal	30,000
Assessment Roll	6,000
Audit Fees	5,000
Arbitrage Rebate Fee	650
Insurance	7,400
Legal Advertisements	5,000
Miscellaneous	1,000
Postage	300
Office Supplies	1,500
Dues & Subscriptions	175
Website Management	1,500
Trustee Fees	4,500
Continuing Disclosure Fee	1,000
TOTAL EXPENDITURES	\$ 125,569
REVENUES LESS EXPENDITURES	\$ -
Bond Payments	0
BALANCE	\$ -
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
EXCESS/ (SHORTFALL)	\$ -

Notes

Annual O&M Per Unit - Based On 1,588 Residential Units: \$78.85 (\$125,209/1,588 = \$78.85)

Annual O&M Per Unit - Grossed Up 6%: \$83.88 (\$78.85/.94= \$83.88)

DETAILED FINAL BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
O&M Assessments	0	0	0	
Developer Contribution	80,406	122,839	125,209	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	1,035	360	360	Estimated At \$30 Per Month
TOTAL REVENUES	\$ 81,441	\$ 123,199	\$ 125,569	
EXPENDITURES				
Supervisor Fees	200	0	1,000	Supervisor Fees
Payroll Taxes	15	0	80	Projected At 8% Of Supervisor Fees
Engineering/Inspections	27,258	15,000	15,000	
Miscellaneous Maintenance	0	5,000	5,000	Miscellaneous Maintenance
Management	38,184	39,324	40,464	CPI Increase
Legal	9,196	30,000	30,000	
Assessment Roll	0	6,000	6,000	Will Commence In Fiscal Year Of Bond Issuance
Audit Fees	3,400	5,000	5,000	Price Will Increase Following Bond Issuance
Arbitrage Rebate Fee	0	650	650	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	6,594	7,250	7,400	FY 24/25 Expenditure Was \$6,858
Legal Advertisements	1,299	5,000	5,000	
Miscellaneous	383	1,000	1,000	
Postage	66	300	300	
Office Supplies	355	1,500	1,500	
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management	1,500	1,500	1,500	12 Months X \$125
Trustee Fees	0	4,500	4,500	Will Commence In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	1,000	1,000	Will Commence In Fiscal Year Following Issuing Of Bond
TOTAL EXPENDITURES	\$ 88,625	\$ 123,199	\$ 125,569	
REVENUES LESS EXPENDITURES	\$ (7,184)	\$ -	\$ -	
Bond Payments	0	0	0	
BALANCE	\$ (7,184)	\$ -	\$ -	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
EXCESS/ (SHORTFALL)	\$ (7,184)	\$ -	\$ -	

Notes

Annual O&M Per Unit - Based On 1,588 Residential Units: \$78.85 (\$125,209/1,588 = \$78.85)

Annual O&M Per Unit - Grossed Up 6%: \$83.88 (\$78.85/.94= \$83.88)

DETAILED FINAL DEBT SERVICE FUND BUDGET (SERIES 2025)

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2023/2024	2024/2025	2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	1,000	Projected Interest For 2025/2026
NAV Tax Collection	0	0	0	Estimated Maximum Debt Service Collection
Capital Interest Funding	0	0	1,339,180	Capitalized Interest Set-Up Through Nov 2026
Total Revenues	\$ -	\$ -	\$ 1,340,180	
EXPENDITURES				
Principal Payments	0	0	0	No Principal Payment Due In 2026
Interest Payments	0	0	1,340,180	Interest Payment Due In 2025/2026
Bond Redemption	0	-	-	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 1,340,180	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2025 Bond Information

Original Par Amount =	\$25,720,000	Annual Principal Payments Due =	May 1st
Interest Rate =	4.4% - 5.9%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2029		
Maturity Date =	May 2056		
Par Amount As Of 6/1/25 =	\$25,720,000		