



**NEWFIELD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MARTIN COUNTY**

**REGULAR BOARD MEETING  
SEPTEMBER 24, 2025  
9:30 A.M.**

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

[www.newfieldcdd.org](http://www.newfieldcdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**NEWFIELD**  
**COMMUNITY DEVELOPMENT DISTRICT**  
1050 SW Prairie Avenue  
Palm City, Florida 34990  
Conference Call (800) 743-4099 Access #9363638  
**REGULAR BOARD MEETING**  
September 24, 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 FY 2025/2026 Budget Funding Agreement.....Page 8
  - 3. Consider Resolution No. 2025-07 – Adopting a Service Animal Policy.....Page 19
  - 4. Consider Ratification of Fireworks Display Agreement.....Page 22
  - 5. Consider Approval of Work Authorization for Construction Review for Phase 84<sup>th</sup> Avenue....Page 34
- I. Administrative Matters
- J. Board Member Comments
- K. Adjourn

Publication Date  
2025-09-15

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 September 24, 2025, at 9:30 a.m. at 1050 SW Prairie Avenue, Palm City, Florida 34990, 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](http://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](http://www.newfieldcdd.org)

Pub: September 15, 2025

TCN11652464

**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 Karmaris 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 24<sup>th</sup> day of September, 2025.

ATTEST:

**NEWFIELD COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**BUDGET FUNDING AGREEMENT  
FY 2026**

This Agreement (“**Agreement**”) is made and entered into effective as of October 1, 2025 (“**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 located in Martin County, Florida (“**County**”) with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410, and

**MATTAMY PALM BEACH LLC**, a Delaware limited liability company and owner and developer of lands within the boundaries of the District, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**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 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, 2025, and ending September 30, 2026 (“**FY 2026**”), 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.
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.

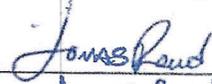
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement, effective as of the day and year first written above.

Attest:

  
Secretary/Assistant Secretary

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

  
By: JAMES Rend  
Its: Chair

  
Witness  
JANICE M. BURKE

MATTAMY PALM BEACH LLC

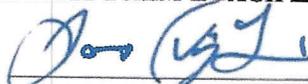
By:   
Name: JAMES FITZGERALD  
Title: AUTHORIZED AGENT

EXHIBIT A: FY 2026 Budget

**EXHIBIT A**

*[Faint, illegible text]*

Newfield  
Community Development District

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

# CONTENTS

- I FINAL BUDGET
- II DETAILED FINAL BUDGET
- III DETAILED FINAL DEBT SERVICE FUND BUDGET (2025 BOND)

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

	<b>FISCAL YEAR 2025/2026 BUDGET</b>
<b>REVENUES</b>	
O&M Assessments	0
Developer Contribution	125,209
Debt Assessments	0
Interest Income	360
<b>TOTAL REVENUES</b>	<b>\$ 125,569</b>
<b>EXPENDITURES</b>	
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
<b>TOTAL EXPENDITURES</b>	<b>\$ 125,569</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>
Bond Payments	0
<b>BALANCE</b>	<b>\$ -</b>
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

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 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
<b>REVENUES</b>				
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
<b>TOTAL REVENUES</b>	<b>\$ 81,441</b>	<b>\$ 123,199</b>	<b>\$ 125,569</b>	
<b>EXPENDITURES</b>				
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
<b>TOTAL EXPENDITURES</b>	<b>\$ 88,625</b>	<b>\$ 123,199</b>	<b>\$ 125,569</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ (7,184)</b>	<b>\$ -</b>	<b>\$ -</b>	
Bond Payments	0	0	0	
<b>BALANCE</b>	<b>\$ (7,184)</b>	<b>\$ -</b>	<b>\$ -</b>	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (7,184)</b>	<b>\$ -</b>	<b>\$ -</b>	

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 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 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
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,340,180</b>	
<b>EXPENDITURES</b>				
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
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,340,180</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

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

**RESOLUTION 2025-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES FOR THE USE OF SERVICE ANIMALS IN PUBLIC ACCOMMODATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District’s infrastructure has been or will be constructed in accordance with the District’s purpose and improvement plan and is a place of public accommodation; and

**WHEREAS**, Chapter 413, *Florida Statutes*, requires a place of public accommodation to modify its policies, practices, and procedures to permit use of a service animal by an individual with a disability; and

**WHEREAS**, the Board of Supervisors (the “Board”) finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution a service animal policy, attached hereto as **Exhibit A** and incorporated herein by this reference (the “Service Animal Policy”), for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Service Animal Policy contained in Exhibit A.

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

**SECTION 1.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** The attached Service Animal Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Service Animal Policy shall stay in full force and effect until such time as the Board may amend them. The Board reserves the right to approve such amendments by motion.

**SECTION 3.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of September, 2025.

ATTEST:

**NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Service Animal Policy

## **EXHIBIT A**

### **NEWFIELD COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of “Service Animal(s)”) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

**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.

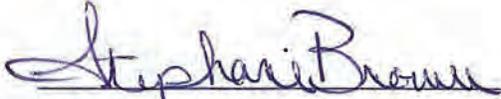
**SECTION 29. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

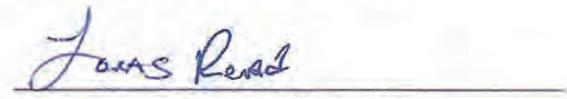
*[Remainder of page intentionally left blank]*

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

ATTEST:

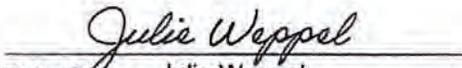
**NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT**

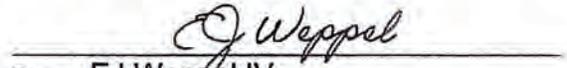
  
Secretary / Assistant Secretary

  
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

Exhibit A  
Scope of Services



**PROFESSIONAL FIREWORKS DISPLAY**

**SERVICE CONTRACT**

<b>Contract #:</b>	25-0031
<b>Sponsor:</b>	
<b>Contact/Client:</b>	
<b>Date of Display:</b>	July 4th, 2025
<b>Location:</b>	7745 SW Creek Street Palm City, FL 34990
<b>Time:</b>	9:00PM
<b>Duration:</b>	15-Minutes
<b>Show Price:</b>	\$25,000.00
<b>Deposit Required:</b>	\$12,500.00
<b>Other details:</b>	ETE will secure all required permitting

<b>Scope of Work:</b>	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
	_____ Initials



VIA: Email akarmeris@sdsinc.org

Andrew Karmeris  
Special District Services  
2501A Burns Road  
Palm Beach Gardens, FL 33410

Re: Newfield Phase 84<sup>th</sup> Ave  
SFWMD Permit No. 43-109039-P

Dear Sirs:

We are in receipt of revised construction plans, calculations, and the report card for Newfield Phase 84<sup>th</sup> Ave as submitted by Kimley-Horn and Associates, Inc on Aug 20, 2025. This submittal is approved by the Newfield CDD Engineer.

If you have any questions on the above, please feel free to give us a call.

Yours very truly,  
Higgins Engineering and Surveying

A handwritten signature in blue ink that reads 'Robert W. Higgins'.

Robert W. Higgins, P.E.  
NCDD District Engineer

21-10.3  
RWH/sp

cc: James Fitzgerald P.E.  
Patrick Helms, P.E.  
Sam Palermo, P.E.

**Newfield Community Development District  
Work Authorization**

Date Received: 8/22/2025 Plat #: \_\_\_\_\_  
WA #: \_\_\_\_\_  
CDD #: NCDD

**Work Authorization Type**

- |  |  |
|--|--|
| <input type="checkbox"/> Irrigation Withdrawal       | <input checked="" type="checkbox"/> Surface Water Management |
| <input type="checkbox"/> Plat                        | <input type="checkbox"/> SWM/Plat Combined                   |
| <input checked="" type="checkbox"/> Right-of-Way Use | <input type="checkbox"/> Maintenance Access                  |

Name of Project: Newfield Phase Phase 84th Ave  
Parcel ID#: \_\_\_\_\_  
Description of Project: \_\_\_\_\_

The proposed development area consists of a proposed residential development and associated roadway infrastructure along 84th Ave.

Anticipated Construction Start Date: \_\_\_\_\_  
Anticipated Construction Duration: \_\_\_\_\_

**Applicant Information**

Name: Mattamy Palm Beach LLC, James FitzGerald  
Address: 2500 Quantum Lakes Drive, Suite 215  
Phone: (678) 316-6856  
Email: james.fitzgerald@mattamycorp.com

**Agent Information**

Name: Kimley Horn  
Address: 445 24th St Suite 200 Vero Beach FL 32960  
Phone: (772) 794-4100  
Email: Eric.Kleier@kimley-horn.com

- I hereby authorize the above listed agent to represent me.
- I grant the planning District permission to access the property for inspection. I fully understand that prior to the issuance of a work authorization and commencement of any development, all plans and

**When a Corporation submits an application, it must be signed by an officer of the corporation.** Corporation signatures must be accompanied with an approved Resolution authorizing the individual to sign such applications.

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Title

## Newfield Community Development District Work Authorization

GENERAL CONDITIONS ARE AS FOLLOWS:

1. In the event the NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ("District") wishes to obtain ingress or egress to its easement and/or right-of-way for the purpose of maintenance of District works, the removal and reinstallation of any construction permitted hereunder shall be at Applicant's expense.
2. In undertaking any of the activities contemplated by this Work Authorization, the Applicant hereby agrees to comply with all Federal, State and local statutes, laws, rules and regulations governing such activities including but not limited to, water quality standards for off-site discharges; and to abide by all terms and conditions of any permit or other approval issued by any agency exercising regulatory jurisdiction over such activities.
3. The applicant, by acceptance of the Work Authorization, covenants and agrees that the District, its officers, its employees, and its agents, shall be promptly indemnified, defended, protected, exonerated, and saved harmless by the applicant from and against all expenses, liabilities, claims, demands and proceedings, including reasonable attorney's fees in defense of such matters, incurred by or imposed on said District in connection with any claim proceeding, demand, administrative hearing, suit, appellate proceeding, or other activity, including unfounded or "nuisance" claims, in which the District may become involved, or any settlement thereof, arising out of any activities, operations, use or occupancy by the applicant, or by any and all of the applicant's agents, contractors, employees, or anyone for whom applicant may be responsible, under this Work Authorization, including but not limited to use of canal water for irrigation purposes; damage to landscaping; paint damage to automobiles, buildings, or other structures; liability for charges, fees, assessments, fines, and penalties levied by any agency exercising regulatory jurisdiction over any of the activities contemplated by this Work Authorization; and any property damage or personal injuries, fatal or non-fatal, of any kind or character. The applicant further agrees that any such expense so incurred by the District may be recovered by the District through offset against any claim for reimbursement or other charge that the applicant may assert as due from the District. If any such expense so incurred by the District is not paid upon demand and is placed in the hands of an attorney for collection by suit or otherwise, the applicant hereby agrees to pay all costs of collection and litigation, including, but not limited to reasonable attorney's fees.
4. By undertaking the construction allowed under this Work Authorization, the applicant agrees and understands that it is solely responsible for, and shall indemnify and hold the District, its officers, its employees, and its agents harmless from, (1) any and all restoration of District owned or controlled properties and facilities required as a result of such construction, and (2) any and all claims of third parties who currently have facilities located in District owned or controlled property and which facilities are damaged as a result of such construction.
5. The applicant agrees and understands that it enters upon the District's property at its own risk and that the District does not make any representations or warranties as to the condition of the property. The applicant shall not store any personal property on the District's property. The applicant shall only enter upon the District's property for the purposes set forth in this Work Authorization.
6. Applicant shall also comply with Standard Conditions listed in the Policies and Procedures Manual and project specific Special Conditions.
7. This work authorization may be terminated at any time for any cause immediately upon written notice to the applicant by the District by U.S. Mail, facsimile transmission, or hand delivery.

## Newfield Community Development District Work Authorization

SPECIAL CONDITIONS ARE AS FOLLOWS:

For Right-of-Way Use Authorizations:

1. The Applicant declares that prior to filing this application, the location of all existing utilities that it owns or has interest in, both aerial and underground, are accurately shown on the plans and a letter of notification was mailed on \_\_\_\_\_ to the following utilities known to be involved or potentially impacted in the area of the proposed installation.
2. All directional bores shall be in accordance with the *FDOT Standard Specifications for Road and Bridge Construction Section 555 (latest version), Directional Bores* and the *FDOT Utilities Accomodation Manual*.
3. The applicant is responsible for obtaining and complying with a National Pollutant Discharge Elimination System ("NPDES") permit for stormwater discharges associated with industrial activity from construction sites when required.
4. The Applicant, at their sole expense, shall restore all portions of the public utility systems disturbed or impaired during the maintenance, modification, relocation, or removal of the permitted facility and the District shall accept no responsibility.
5. A minimum of 2 business days prior to commencement of activity within the District right-of-way, the Applicant shall notify the District Engineer.
6. A preconstruction meeting is required, Applicant must contact the District Engineer to schedule the meeting. Meetings are scheduled on a first come first served basis and may not be available on the dates/times requested by Applicant. Applicant shall not perform any work in the right-of-way prior to the pre-construction meeting with the District.
7. A minimum of twenty-four (24) hours' notice to the District Engineer shall be given for scheduling of all tests and inspections. Scheduling is prioritized on a first come –first served basis and may not be available for the time requested. The Applicant's Engineer of Record is required to be present for all inspections and tests unless otherwise agreed upon by the Applicant and the District.
8. All materials, installations, and methods of work in the public right-of-way shall be in accordance with the applicable District and applicable utility service provider's minimum standards for materials, specifications, and construction.
9. All work or activity within the District right-of-way shall require a valid right-of-way permit. Applications shall include a maintenance of traffic plan, where applicable.
10. All work in the public right-of-way for the District compliance with the requirements of the District Engineer, FDOT Standard Details, MUTCD, and Occupational Safety and Health Administration. Failure to comply shall result in the immediate cessation of operations and the removal of project- related obstructions from the right-of-way until compliance is achieved.
11. Work in the District right-of-way is only permitted during the hours of 7 a.m. to 7 p.m. without prior written approval from the District Manager or District Chairman.
12. Original copies of all District issued permits required for the project shall be maintained on site and subject to inspection without advance notice. Failure to maintain permits may result in the suspension of work, testing, inspections and assessment of re-inspection fees.

## Newfield Community Development District Work Authorization

### For Surface Water Management Authorizations:

1. Lake banks intended to be turned over to the District for maintenance as part of the master surface water management system included in the authorized work shall be immediately sodded upon completion of excavation and grading of the banks to avoid erosion. Silt fencing shall be properly installed along the top of bank of all lakes following construction and shall be maintained by the applicant until such time as homes adjacent to the lake(s) are completed.
2. A Surface Water Management Work Authorization does not exempt the applicant from meeting all other applicable regulations and ordinances governing stormwater management systems including SFWMD Permit #43-104896-P.
3. The applicant is responsible for obtaining and complying with a National Pollutant Discharge Elimination System ("NPDES") permit for stormwater discharges associated with industrial activity from construction sites when required.

### For Irrigation Authorizations:

1. Irrigation water service purchased from the District shall be used by the Customer only for the purposes specified in the application for irrigation water service and the Customer shall not sell or otherwise dispose of such irrigation water service supplied by the District. The irrigation water is not suitable for domestic uses.
2. In no case shall a Customer, except with the written consent of the District, extend his lines across a street, alley, lane, court, property lines, avenue, or other way, in order to furnish irrigation water service for adjacent property through one meter, even though such adjacent property may be owned by him. In case of such unauthorized extension, re-metering, sale or disposition of service, Customer's irrigation water service is subject to discontinuance until such unauthorized extension, re-metering, sale or disposition is discontinued and full payment is made of bills for irrigation water service, calculated on proper classification and rate schedules and reimbursement in full made to the District for all extra expenses incurred for clerical work, testing, and inspections.
3. The District will, subject to force majeure, at all times use reasonable diligence to provide continuous irrigation water service, and provided it has used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous irrigation water service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation's, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.
4. All Customer's irrigation water service installations or changes shall be inspected, at Customer's expense, upon completion by competent authority to ensure that Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect.
5. The Customer shall exercise reasonable diligence to protect the Company's property on the Customer's premises, and shall knowingly permit no one but the Company's agents, or persons authorized by law, to have access to the Company's pipes and apparatus. In the event of any loss, or damage to property of the Company caused by or arising out of the carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer. The Company may fine the Customer for tampering of Company's property.
6. The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of its installing, maintaining and inspecting or removing the Company's property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the Customer and in such performance shall not be liable for trespass.

**Newfield Community Development District  
Work Authorization**

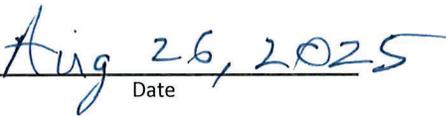
Additional Special Conditions:

1. Schedule a preconstruction meeting with the District prior to the start of any construction. Meeting may be held jointly with the County and/or SFWMD.
2. All infrastructure intended to be turned over to the District must be inspected by the District as outlined on the attached list of District Required Inspections.
3. Prior to the return of the Surface Water Deposit and acceptance of any infrastructure by the CDD, items on the attached District Infrastructure Turnover Acceptance Checklist must be submitted to, and accepted by, the District.

**District Engineer Approval**

  
\_\_\_\_\_  
Signature

Robert W. Higgins, P.E.  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Date

District Engineer  
\_\_\_\_\_  
Title

**Board of Supervisors Approval**

\_\_\_\_\_  
Board Meeting Date