



**NEWFIELD
COMMUNITY DEVELOPMENT
DISTRICT**

MARTIN COUNTY

**REGULAR BOARD MEETING
& PUBLIC HEARING
SEPTEMBER 22, 2022
2:00 P.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
2nd Floor Conference Room
Stuart, Florida 34994

To Join Via Zoom: <https://us02web.zoom.us/j/81690499495>

Dial In: (929) 436-2866 - Meeting ID: 816 9049 9495

REGULAR BOARD MEETING

September 22, 2022

2:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Consider Resignation of Michael Busha – Seat 5.....Page 3
- D. Consider Appointment to Seat 5
- E. Administer Oath of Office & Review Board Member Responsibilities and Duties
- F. Establish Quorum
- G. Election of Officers
 - Chairman
 - Vice Chairman
 - Secretary/Treasurer
 - Assistant Secretaries
- H. Additions or Deletions to Agenda
- I. Comments from the Public
- J. Approval of Minutes
 - 1. July 28, 2022 Regular Board Meeting Minutes.....Page 4
- K. Old Business
- L. New Business
 - 1. Consider Resolution No. 2022-03 – Resetting Public Hearing Date to Adopt Fiscal Year 2022/2023 Final Budget.....Page 7
 - 2. Consider Resolution No. 2022-04 – Adopting a Fiscal Year 2022/2023 Meeting Schedule.....Page 9
 - 3. Consider Resolution No. 2022-05 – Extending Terms of Office.....Page 11
 - 4. Consider Approval of Fiscal Year 2022/2023 Budget Funding Agreement.....Page 13
 - 5. Discussion Regarding District Engineering Services
 - a. Consider Termination of Higgins Engineering
 - b. Consider Approval of Interim Engineering Agreement with Mackenzie Engineering and Planning.....Page 23
 - c. Authorization for CCNA Process for District Engineer.....Page 33
- M. Public Hearing
 - 1. Proof of Publication.....Page 36
 - 2. Receive Public Comments on Fiscal Year 2022/2023 Final Budget
 - 3. Consider Resolution No. 2022-06 – Adopting a Fiscal Year 2022/2023 Final Budget.....Page 37
- N. Administrative Matters
- O. Board Members Comments
- P. Adjourn

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

Stuart News

1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

NEWFIELD COMMUNITY DEVELOPMENT DIST
2501 BURNS RD # A

PALM BEACH GARDENS, FL 33410-5207

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the Stuart News, a daily newspaper published at Stuart in Martin County, Florida: that the attached copy of advertisement was published in the Stuart News in the following issues below. Affiant further says that the said Stuart News is a newspaper published in Stuart in said Martin County, Florida, and that said newspaper has heretofore been continuously published in said Martin County, Florida, daily and distributed in Martin County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The Stuart News has been entered as Periodical Matter at the Post Offices in Stuart, Martin County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

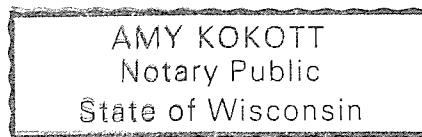
Issue(s) dated before where the dates are noted:10/13/2021

Linda Tuttle

Subscribed and sworn to before on October 13, 2021:

Amy Kokott
Notary, State of Wisconsin, County of Brown

10/30/2025
My commission expires



Publication Cost: \$140.22
Ad No: 0004948243
Customer No: 1804522
PO #:

of Affidavits: 1

NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
MEETING SCHEDULE

The Board of Supervisors of the Newfield Community Development District will hold their regular meetings for Fiscal Year 2021/2022 at 2400 SE Federal Highway #203, 2nd Floor Conference Room, Stuart, Florida 34994, at 2:00 p.m., unless otherwise indicated as follows:

October 28, 2021
November 18, 2021
December 16, 2021
January 27, 2022
February 24, 2022
March 24, 2022
April 28, 2022
May 26, 2022
June 23, 2022
July 28, 2022
August 25, 2022
September 22, 2022

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 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 Office.

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

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

District Manager
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
www.newfieldcdd.org
Publish: Oct. 13th, 2021
TCN4948243

Andrew Karmeris

From: M & P Busha <mpbusha@bellsouth.net>
Sent: Tuesday, August 9, 2022 3:47 PM
To: Andrew Karmeris
Subject: Newfield CDD Board: Letter of Resignation

Dear Knight:

I am writing to tender my resignation from the Newfield CDD Board of Directors. It has been my honor and pleasure to serve with the entire board and the staff. My special thanks to you Knight, for trusting me to serve on the inaugural board and for your foresight and courage to see the plan through the approval process. What a great legacy for you and your family! I trust the execution of the master plan will be as grand and true as your vision for this "new town". Again, thank you for the opportunity to be involved in Newfield. I wish you well.

Sincerely,
Michael J. Busha

Sent from my iPhone

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING**

To Join Via Zoom: <https://us02web.zoom.us/j/81690499495>

Dial In: (929) 436-2866

Meeting ID: 816 9049 9495

JULY 28, 2022

A. CALL TO ORDER

The July 28, 2022, Regular Board Meeting of the Newfield Community Development District (the “District”) was called to order at 2:09 p.m. in Suite 203 of 2400 SE Federal Highway, Stuart, Florida 34994 and via Zoom at: <https://us02web.zoom.us/j/81690499495>, Dial In: (929) 436-2866, Meeting ID: 816 9049 9495.

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 13, 2021, as legally required.

C. CONSIDER RESIGNATIONS AND APPOINTMENTS TO BOARD VACANCIES

1. Resignation of Supervisor Donald Killoren – Seat No. 1

A **Motion** was made by Ms. Duvall, seconded by Mr. McCarthy and passed unanimously to accept the resignation of Supervisor Donald Killoren.

2. Appointment to Vacant Board Seat - Seat No. 1

A **Motion** was made by Mr. McCarthy, seconded by Mr. Spyke and passed unanimously to appoint Mr. Frank Covelli to Seat No. 1. Mr. Covelli took the Oath of Office before the meeting continued.

3. Resignation of Supervisor Terrence McCarthy – Seat No. 2

A **Motion** was made by Ms. Duvall, seconded by Mr. Spyke and passed unanimously to accept the resignation of Supervisor Terrence McCarthy.

4. Appointment to Vacant Board Seat - Seat No. 2

A **Motion** was made by Mr. Spyke, seconded by Mr. Covelli and passed unanimously to appoint Mr. Steven Dassa to Seat No. 2. Mr. Dassa took the Oath of Office before the meeting continued.

5. Resignation of Supervisor Pete Spyke – Seat No. 4

A **Motion** was made by Mr. Covelli, seconded by Mr. Dassa and passed unanimously to accept the resignation of Supervisor Debra Duvall.

6. Appointment to Vacant Board Seat - Seat No. 4

A **Motion** was made by Mr. Covelli, seconded by Mr. Dassa and passed unanimously to appoint Mr. Jason Corp to Seat No. 4. Mr. Corp took the Oath of Office before the meeting continued.

7. Resignation of Supervisor Pete Spyke – Seat No. 3

A **Motion** was made by Mr. Covelli, seconded by Ms. Duvall and passed unanimously to accept the resignation of Supervisor Pete Spyke.

8. Appointment to Vacant Board Seat - Seat No. 3

A Motion was made by Mr. Covelli, seconded by Mr. Dassa and passed unanimously to appoint Mr. Matt Berkis to Seat No. 3. Mr. Berkis was not present and was not administered the Oath of Office.

D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER DUTIES AND RESPONSIBILITIES

Mr. Karmeris administered the oaths of office and went over the new board member packets which included member duties and responsibilities.

E. ESTABLISH QUORUM

A quorum was established with the following Supervisors in attendance: Supervisors Frank Covelli, Steven Dassa, Jason Corp and Matt Berkis.

Also in attendance were District Managers Andrew Karmeris and Todd Wodraska (via Zoom) of Special District Services, Inc.; District Counsel Lindsay Whelan of Kutak Rock, LP (via Zoom); James Fitzgerald and Tony Palumbo (via Zoom) of Mattamy Homes.

F. ELECTION OF OFFICERS

The following slate of officers was nominated:

Chairman:	Frank Covelli
Vice chairman:	Matt Berkis
Assistant Secretary:	Steven Dassa
Assistant Secretary:	Jason Corp
Secretary/Treasurer:	Andrew Karmeris

A **Motion** was made by Mr. Dassa, seconded by Mr. Covelli and passed unanimously approving the nominated slate of officers.

G. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

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

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

I. APPROVAL OF MINUTES

1. May 26, 2022, Regular Board Meeting

The May 26, 2022, Regular Board Meeting minutes were presented for Board consideration.

A **motion** was made by Mr. Dassa, seconded by Ms. Covelli and passed unanimously approving the minutes of the May 26, 2022, Regular Board Meeting, as presented.

J. OLD BUSINESS

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

K. NEW BUSINESS

1. Consider Approval of Assignment of Fiscal Year 2021/2022 Budget Funding Agreement

Mr. Karmeris presented.

A **motion** was made by Mr. Dassa, seconded by Ms. Covelli and passed unanimously approving the Assignment of Fiscal Year 2021/2022 Budget Funding Agreement, as presented.

2. Consider Approval of Assignment of Bond Financing Team Funding Agreement

Mr. Karmeris presented.

A **motion** was made by Mr. Dassa, seconded by Ms. Covelli and passed unanimously approving the Assignment of Bond Financing Team Funding Agreement, as presented.

L. ADMINISTRATIVE MATTERS

Mr. Karmeris reminded the Board to fill out their Form 1s and Form 1fs.

M. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

N. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 2:24 p.m. by chairman Covelli.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN RESETTING THE DATE AND LOCATION OF THE PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; 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 Board of Supervisors of the District (“Board”) previously adopted Resolution 2022-02, approving the proposed budget for Fiscal Year 2022/2023 and setting a public hearing for August 25, 2022, at 2:00 p.m. at 2400 SE Federal Highway, #203, Stuart, Florida 34994; and

WHEREAS, due to a lack of quorum for the August meeting, the District Manager reset the date and location of the public hearing to be held on September 22, 2022, at 2:00 p.m. at 2400 SE Federal Highway, #203, Stuart, Florida 34994, and has caused the notice of the public hearing, with the new date, to be published in a newspaper of general circulation in Martin County, Florida, consistent with the requirements of Chapters 190 and 197, *Florida Statutes*; and

WHEREAS, the Board desires to ratify the District Manager’s action in noticing the amended date and location of the public hearing.

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

SECTION 1. RATIFICATION OF PUBLIC HEARING DATE AND LOCATION RESET. The actions of the District Manager in resetting the date and location of the public hearing and the District Secretary in publishing the notice of public hearing are hereby ratified. Resolution 2022-02 is hereby amended to reflect that the date, time, and location of the public hearing shall be on September 22, 2022, at 2:00 p.m. at 2400 SE Federal Highway, #203, Stuart, Florida 34994.

SECTION 2. RESOLUTION 2022-02 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2022-02 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 22nd day of September 2022.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR 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 situated entirely within Martin County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2022/2023 annual meeting schedule attached as **Exhibit A**.

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

1. The Fiscal Year 2022/2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of September, 2022.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Annual Meeting Schedule

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 MEETING SCHEDULE**

The Board of Supervisors of the Newfield Community Development District will hold their regular meetings for Fiscal Year 2022/2023 at 2400 SE Federal Highway #203, 2nd Floor Conference Room, Stuart, Florida 34994, at 2:00 p.m., unless otherwise indicated as follows:

**October 27, 2022
November 17, 2022
December 15, 2022
January 26, 2023
February 23, 2023
March 23, 2023
April 27, 2023
May 25, 2023
June 22, 2023
July 27, 2023
August 24, 2023
September 28, 2023**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 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 Office.

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

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

District Manager

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

www.newfieldcdd.org

PUBLISH: STUART NEWS 00/00/2022

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; 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 current members of the Board of Supervisors (“Board”) were elected by the landowners within the District based on a one acre/one vote basis; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Supervisors of the District.

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

SECTION 1. The following terms of office are hereby extended to coincide with the general election to be held in November of 2024:

- Seat # 2 (currently held by Steven Dassa)
- Seat # 4 (currently held by Jason Corp)
- Seat # 5 (currently held by _____)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2026:

- Seat # 1 (currently held by Frank Covelli)
- Seat # 3 (currently held by Matt Berkis)

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 22nd day of September, 2022.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 BUDGET FUNDING AGREEMENT**

This Agreement (“Agreement”) is made and entered into this 22nd day of September 2022, by and between:

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

MAM US LLC, a Delaware limited liability company, and the developer of the lands in the District, with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**Developer**”).

Recitals

WHEREAS, the District was established by an ordinance adopted by the County Commission of Martin County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, 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 is developing the real property (“**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, the District is adopting its general fund budget for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023 Budget**”); and

WHEREAS, the Fiscal Year 2022/2023 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2022/2023 Budget, 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 **Exhibit A**; and

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

WHEREAS, the Developer has 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 Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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:

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the Fiscal Year 2022/2023 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2022/2023 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Fiscal Year 2022/2023 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien ("Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the Fiscal Year 2022/2023 Budget" in the public records of Martin County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the Fiscal Year 2022/2023 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed Lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit B** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Martin County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations, and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations, and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to 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. Such assessment, if imposed, may be certified on the next available tax roll of the Martin County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. This instrument shall constitute the final and complete expression of the agreement between 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.

SECTION 5. 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 the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted Fiscal Year 2022/2023 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement

to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the Fiscal Year 2022/2023 Budget and that expenditures approved by the Board may exceed the amount adopted in the Fiscal Year 2022/2023 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. 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 specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity 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 subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Martin County, Florida.

SECTION 10. 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 the doubtful language will not be interpreted or construed against any party.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

MAM US LLC

Witness

By: _____
Its: _____

Exhibit A: Fiscal Year 2022/2023 General Fund Budget

Exhibit B: Description of the Property

Exhibit A

Fiscal Year 2022/2023 General Fund Budget

Surveyor's Notes:

- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless:
 - A) Provided in its entirety consisting of 4 sheets, with sheets 3 & 4 being the sketch of description.
 - B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.
- 3) Bearings shown hereon are referenced to the East line of Section 10, Township 38 South, Range 40 East having a bearing of South 00°06'40" West, and all others are relative thereto.

Certification

(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

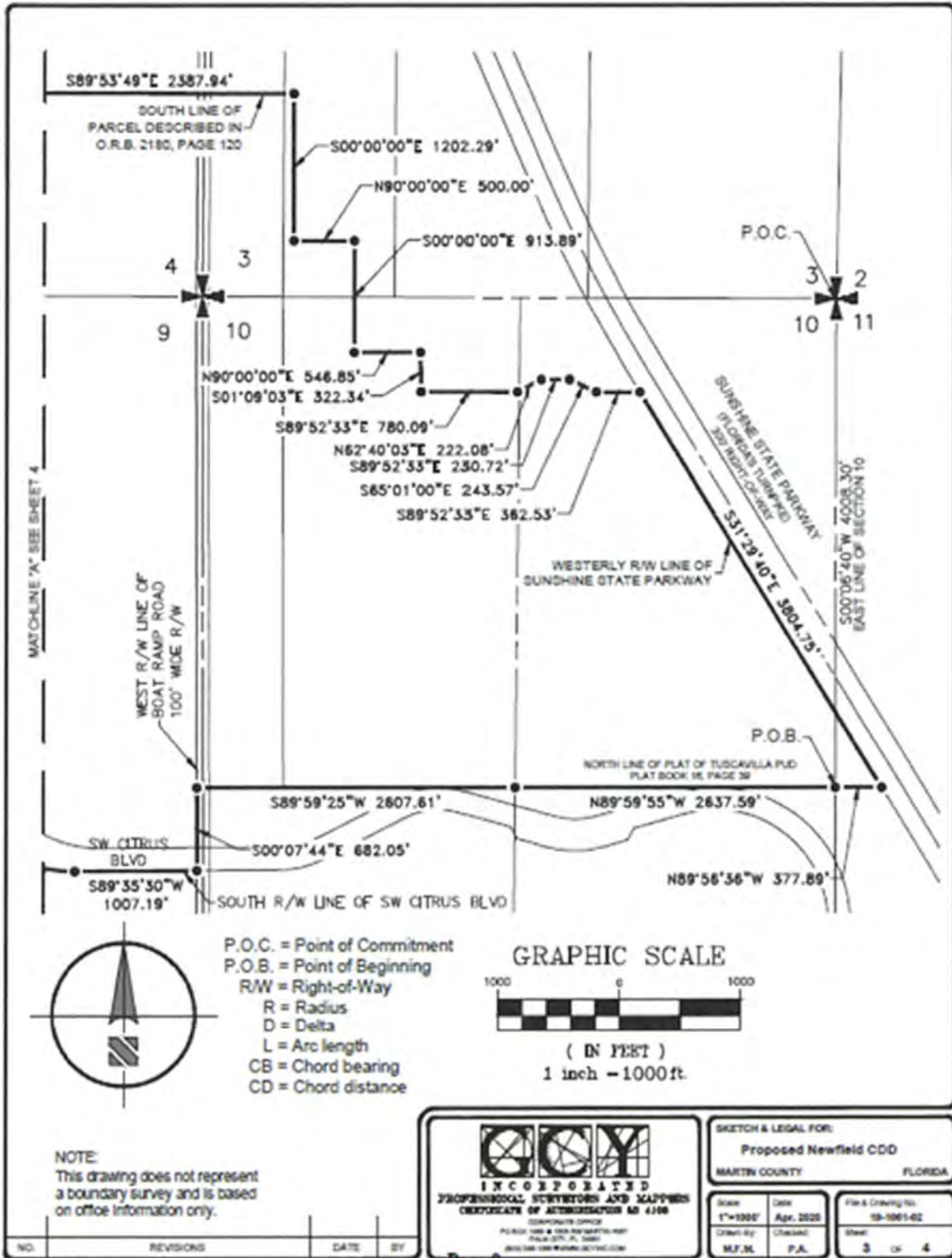
4/6/2020
Date of Signature

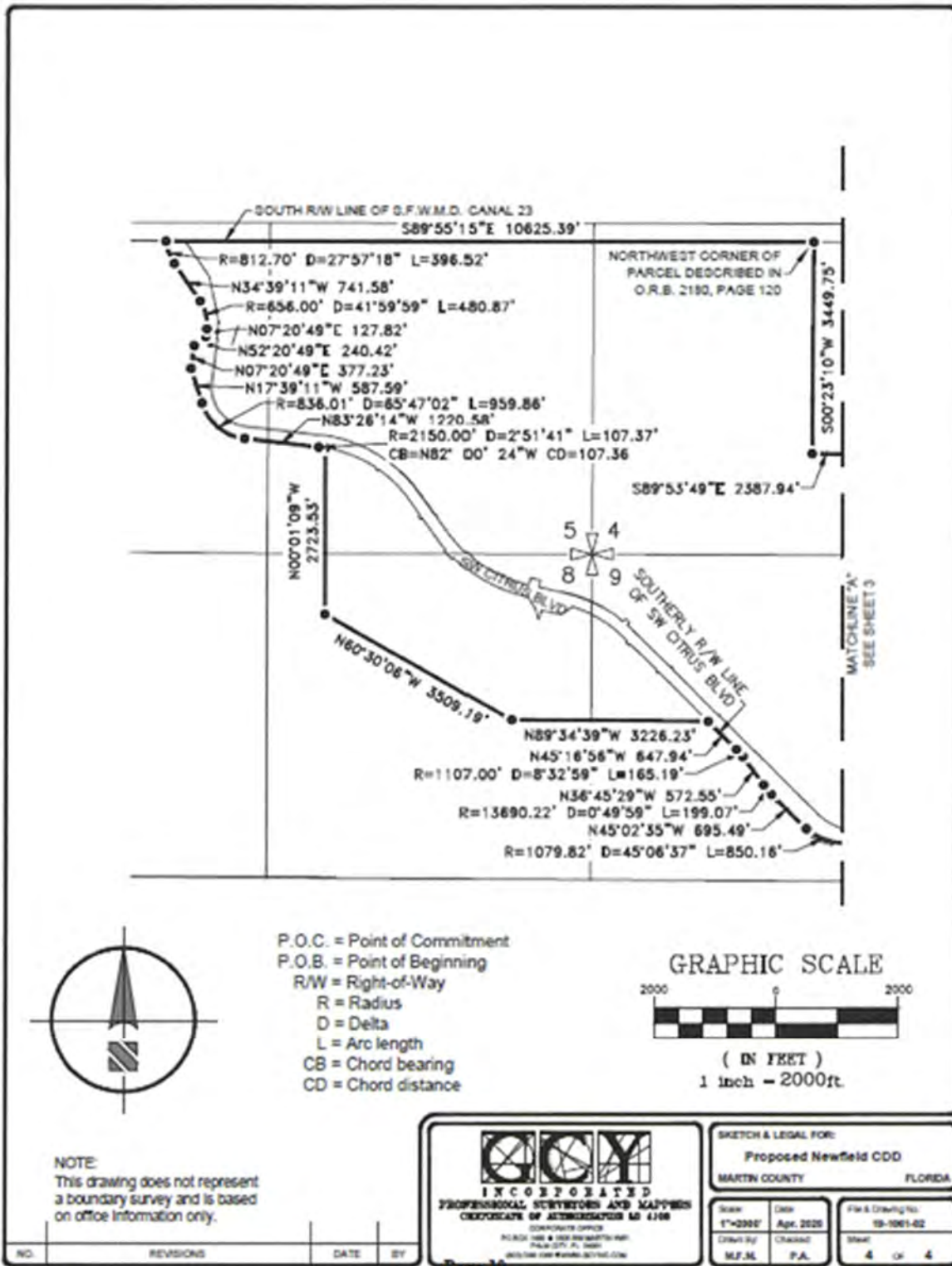

Peter Andersen
Professional Surveyor and Mapper
Florida Certificate No. 5199



SKETCH & LEGAL FOR:		
Proposed Newfield CDD		
MARTIN COUNTY	FLORIDA	
Scale: N/A	Date: Apr. 2020	File & Drawing No. 19-1001-02
Drawn By: M.F.M.	Checked: P.A.	Sheet: 2 of 4

NO.	REVISIONS	DATE	BY





INTERIM ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 25th day of August 2022, by and between:

Newfield Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Martin County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Mackenzie Engineering and Planning, Inc., a Florida corporation, providing professional engineering services with a mailing address of 1172 SW 30th Street, Suite 500, Palm City, Florida 34990 (the “Engineer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the “Act”) as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

WHEREAS, the District intends to employ the Engineer on an interim basis to perform engineering, surveying, planning, landscaping, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

A. The Engineer will provide general engineering services, including:

- 1.** Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.
- 2.** Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
- 3.** Any other items requested by the Board of Supervisors.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization which

shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under this Agreement shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A.** Lump Sum Amount - The Parties shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B.** Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Schedule "A."**

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B.** Expense of reproduction, postage, and handling of drawings and specifications.

Article 5. Term of Agreement. It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the Parties until such time as the District has entered into a subsequent agreement for engineering services in accord with the Consultant's Competitive Negotiation Act.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 7. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder or in accord with the District's Records Retention Policy. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 8. Ownership of Documents.

- A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Reuse of Documents. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer.

Article 11. Estimate of Cost. Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 12. Insurance. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation

Statutory

General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, and at the District’s option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, 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.

If the Engineer 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, the Engineer 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.

Article 13. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 14. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer 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 of 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 the Engineer or any of its agents, servants, or employees, 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.

Article 15. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

Article 16. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs subject to Section 7 herein. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved.

Article 17. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Article 18. Public Records. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Andrew Karmeris** (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer 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 the Engineer 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 Engineer'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 the Engineer, the Engineer 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, AKARMERIS@SDSINC.ORG, OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

Article 19. Notices. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the 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 the Engineer: Mackenzie Engineering and Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, Florida 34990
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other 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 herein.

Article 20. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 21. Controlling Law. The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Martin County, Florida.

Article 22. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 6 herein.

Article 23. Termination. The District and the Engineer may terminate this Agreement without cause upon notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 24. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Article 25. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

Article 26. E-Verify Requirements. The Engineer 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, Engineer 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 Engineer has knowingly violated Section 448.091, *Florida Statutes*.

If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer 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. Engineer 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 Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer 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 Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 27. Compliance with Section 20.055, Florida Statutes. The Engineer 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*.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MACKENZIE ENGINEERING AND PLANNING, INC.

Witness

By: _____
Its: _____

SCHEDULE "A"

RATE SCHEDULE

Mackenzie Engineering and Planning, Inc. hourly rates:

Principal: \$250

Professional 2: \$160

Professional 1: \$115

Engineering Analyst: \$85

CADD Technician: \$85

Traffic Counter: \$50

Administrative: \$40

August 25, 2022

Newfield Community Development District
Martin County, Florida

Subject: **Work Authorization Number 1
Newfield Community Development District**

Dear Chairperson, Board of Supervisors:

Mackenzie Engineering and Planning, Inc., is pleased to submit this work authorization to provide interim engineering services for the Newfield Community Development District (the "District"). We will provide these services pursuant to our current agreement dated August 25, 2022 (the "Engineering Agreement") as follows:

I. Scope of Work

The District will engage the services of Mackenzie Engineering and Planning, Inc., as the Interim Engineer to prepare an Engineer's Report to support the District's bond issuances and attendance at meetings and bond validation proceedings regarding the District's issuance of bonds.

II. Fees

The District will compensate Mackenzie Engineering and Planning, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Mackenzie Engineering and Planning, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Mackenzie Engineering and Planning, Inc., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Mackenzie Engineering and Planning, Inc.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Newfield Community Development District

By: _____
Date: _____

REQUEST FOR QUALIFICATIONS (“RFQ”) FOR ENGINEERING SERVICES FOR THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

The Newfield Community Development District (“**District**”), located in Martin County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District’s capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Martin County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants must submit one (1) electronic copy of Standard Form No. 330 and Qualification Statement by __:__ a/p.m. on _____, _____, 2022 and to the attention of Special District Services, Inc., c/o Andrew Karmeris, 2501A Burns Road, Palm Beach Gardens, Florida 33410; Ph: (561) 630-4922 (“**District Manager’s Office**”).

The Board will review the Qualification Statements and is anticipated to rank the Applicants during its regular meeting to be held on September 22, 2022 at 2:00 P.M. at 2400 SE Federal Highway, #203, 2nd Floor Conference Room, Stuart, Florida 34994. **Proposers shall attend such meeting for the purpose of answering any questions related to their Qualifications Statement.**

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager’s Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager's Office, must be filed in writing with the District Manager's Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Andrew Karmeris at akarmeris@sdsinc.org with e-mail copy to Lindsay Whelan at lindsay.whelan@kutakrock.com.

Andrew Karmeris
District Manager

Publish on _____ (must be published at least 14 days prior to submittal deadline)

**NEWFIELD
COMMUNITY DEVELOPMENT DISTRICT
DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS
COMPETITIVE SELECTION CRITERIA**

- 1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

Miscellaneous Notices



Published in Press Journal on September 2, 2022

Location

Indian River County,

Notice Text

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING. The Board of Supervisors ("Board") of the Newfield Community Development District ("District") will hold a public hearing on September 22, 2022 at 2:00 p.m. at 2400 SE Federal Highway, #203, Stuart, Florida 34994, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget 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 Manager's Office"), during normal business hours, or by visiting the District's website at www.newfieldcdd.org. The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and 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 Manager's 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 Manager's Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or 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. Andrew Karmeris District Manager NEWFIELD COMMUNITY DEVELOPMENT DISTRICT www.newfieldcdd.org PUBLISH: STUART NEWS 09/02/22 & 09/09/22 TCN5395152

RESOLUTION 2022-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2022, submitted to the Board of Supervisors (“**Board**”) of the Newfield Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the District Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is

hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes*, (“**Adopted Budget**”) and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. That the Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Newfield Community Development District for the Fiscal Year Ending September 30, 2023.”
- d. The final Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two years.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the District, for the Fiscal Year 2022/2023, the sum of \$114,505 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ <u>114,505</u>
TOTAL ALL FUNDS	\$ <u>114,505</u>

Section 3. Budget Amendments

Pursuant to Section 189.016, *Florida Statutes*, the District may, at any time within Fiscal Year 2022/2023 or within 60 days following the end of Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish that any amendments to the budget under paragraph c. above are posed to the District’s website within 5 days after adoption and remain on the website for at least two years.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 22nd DAY OF SEPTEMBER 2022.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____
Chairperson, Board of Supervisors

Exhibit A: Budget Fiscal Year 2022/2023

Exhibit A

Budget Fiscal Year 2022/2023

Newfield
Community Development District

**Final Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

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FINAL BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
REVENUES	
O&M Assessments	0
Developer Contribution	114,505
Debt Assessments	0
Interest Income	0
TOTAL REVENUES	\$ 114,505
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	15,000
Management	37,080
Legal	30,000
Assessment Roll	6,000
Audit Fees	5,000
Arbitrage Rebate Fee	650
Insurance	5,800
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	\$ 114,505
REVENUES LESS EXPENDITURES	\$ -
Bond Payments	0
BALANCE	\$ -
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
O&M Assessments	0	0	0	
Developer Contribution	81,975	113,625	114,505	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	4	0	0	
TOTAL REVENUES	\$ 81,979	\$ 113,625	\$ 114,505	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	4,456	15,000	15,000	
Management	24,000	36,000	37,080	CPI Increase (Capped At 3%)
Legal	14,770	30,000	30,000	
Assessment Roll	0	6,000	6,000	Will Commence In Fiscal Year Following Issuing Of Bond
Audit Fees	0	5,000	5,000	No Change From 2021/2022 Budget
Arbitrage Rebate Fee	0	650	650	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	3,260	6,000	5,800	Insurance Estimate
Legal Advertisements	4,346	5,000	5,000	
Miscellaneous	161	1,000	1,000	
Postage	234	300	300	
Office Supplies	350	1,500	1,500	
Dues & Subscriptions	150	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management	1,000	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	\$ 52,726	\$ 113,625	\$ 114,505	
REVENUES LESS EXPENDITURES	\$ 29,253	\$ -	\$ -	
Bond Payments	0	0	0	
BALANCE	\$ 29,253	\$ -	\$ -	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
EXCESS/ (SHORTFALL)	\$ 29,253	\$ -	\$ -	