



**NEWFIELD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MARTIN COUNTY**

**REGULAR BOARD MEETING  
MAY 29, 2024  
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**  
2400 SE Federal Highway, #203  
Stuart, Florida 34994  
Conference Call (877) 873-8017 Access # 9758310  
**REGULAR BOARD MEETING**  
May 29, 2024  
9:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Consider Resignations and Appointments to Board Vacancies.....Page 2
- D. Administer Oath of Office and Review Board Member Duties and Responsibilities
- E. Establish Quorum
- F. Election of Officers
- Chairman
  - Vice Chairman
  - Secretary/Treasurer
  - Assistant Secretaries
- G. Additions or Deletions to Agenda
- H. Comments from the Public
- I. Approval of Minutes
- 1. January 4, 2024 Special Board Meeting.....Page 3
- J. Old Business
- K. New Business
- 1. Consider Approval of Assignment of Maintenance Obligations from Master Developer.....Page 6
  - 2. Consider Approval of Right-of-way Maintenance Agreement with Martin County.....Page 8
  - 3. Consider Approval of Work Authorization for Storm Management Improvements.....Page 20
  - 4. Consider Resolution No 2024-03 – Adopting a Fiscal Year 2024/2025 Proposed Budget .....Page 25
  - 5. Consider Resolution No 2024-04 – Landowners Election Resolution.....Page 32
- L. Administrative Matters
- 1. Discussion Regarding Recently Enacted 2024 Legislation.....Page 38
- M. Board Members Comments
- N. Adjourn

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 May 29, 2024, at 9:30 a.m. in the Second Floor Conference Room located at 2400 SE Federal Highway, #203, Stuart, Florida 34994, where the Board may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 (District Managers Office), during normal business hours, or by visiting the Districts website at [www.newfieldcdd.org](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.

Andrew Karmeris

District Manager

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

[www.newfieldcdd.org](http://www.newfieldcdd.org)

Pub: May 17, 2024

TCN10177775

## Andrew Karmeris

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**From:** Frank Covelli <Frank.Covelli@mattamycorp.com>  
**Sent:** Tuesday, January 30, 2024 4:55 PM  
**To:** Andrew Karmeris  
**Subject:** Newfield CDD Resignation

Hi Andrew,

I am resigning my duties from the Newfield CDD board effective 1/31/2024. If you need anything from me please do not hesitate to contact me.



SOUTH FLORIDA BUSINESS JOURNAL



2023 BEST PLACES TO WORK

**Frank Covelli**  
**Vice President – Land Development & Amenities | Southeast Florida Division**  
**Ph** (561) 413-6102 **C** (561) 246-8683  
[Frank.Covelli@mattamycorp.com](mailto:Frank.Covelli@mattamycorp.com)

**Mattamy Homes USA**

Division Office: 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426

Connect with us:     

Notice: This email is intended for use of the party to whom it is addressed and may contain confidential information. If you have received this email in error, please inform me and delete it. Thank you.

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL BOARD MEETING  
JANUARY 4, 2024**

**A. CALL TO ORDER**

The January 4, 2024, Regular Board Meeting of the Newfield Community Development District (the “District”) was called to order at 9:31 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 December 11, 2023 as legally required.

**C. ESTABLISH QUORUM**

A quorum was established with the following Supervisors in attendance: Chairman Frank Covelli, Vice Chairman Steven Dassa, and Supervisor Celine Walsh.

Also in attendance were: District Manager Andrew Karmeris of Special District Services, Inc.; District Counsel Lindsay Whelan of Kutak Rock LLP (via phone); District Engineer Bob Higgins of Higgins Engineering (via phone) and owner representative James Fitzgerald.

**D. CONSIDER RESIGNATION AND APPOINTMENT TO BOARD VACANCY**

A **motion** was made by Mr. Dassa, seconded by Mr. Covelli and passed unanimously to accept the resignation of Supervisor Matt Berkis.

A **motion** was made by Mr. Dassa, seconded by Mr. Covelli and passed unanimously to appoint Mr. Jonas Read to Seat No. 3. Mr. Read took the Oath of Office before the meeting continued.

**E. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER DUTIES AND RESPONSIBILITIES**

The Oath of Office was administered to Mr. Read. Ms. Whelan reviewed the Board member duties and responsibilities.

**F. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**G. COMMENTS FROM THE PUBLIC**

There were no comments from the public.

**H. APPROVAL OF MINUTES**

## **1. September 27, 2023 Regular Board Meeting & Public Hearing**

The September 27, 2023, Regular Board Meeting & Public Hearing minutes were presented for Board consideration.

A **motion** was made by Mr. Read, seconded by Mr. Dassa and passed unanimously approving the minutes of the September 27, 2023, Regular Board Meeting & Public Hearing, as presented.

### **H. OLD BUSINESS**

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

### **I. NEW BUSINESS**

#### **1. Consider Approval of Permit for Phase 1A**

A **motion** was made by Mr. Dassa, seconded by Mr. Read and passed unanimously approving Permit for Phase 1A, as presented.

#### **2. Consider Resolution No. 2024-01 – Approving the Form of RFP Evaluation Criteria and Advertisement**

Mr. Karmeris presented.

#### **RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR AGRICULTURAL IMPROVEMENTS INSTALLATION AND MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Dassa, seconded by Mr. Corp and passed unanimously approving Resolution No. 2024-01, as presented.

#### **3. Consider Approval of Engineering Rate Increase**

Mr. Higgins had a correction to the Engineering Rate Increase memo that was presented in the meeting agenda packet.

A **motion** was made by Mr. Read, seconded by Ms. Walsh and passed unanimously approving the Engineering Rate Increase as amended and discussed.

### **J. ADMINISTRATIVE MATTERS**

The regularly scheduled January 2024 meeting was canceled.

**K. BOARD MEMBER COMMENTS**

There were no Board member comments.

**L. ADJOURNMENT**

A **motion** was made by Mr. Read, seconded by Mr. Covelli and passed unanimously adjourning the meeting at 9:42 a.m.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

## **ASSIGNMENT AND ASSUMPTION OF MAINTENANCE OBLIGATIONS**

**THIS ASSIGNMENT AND ASSUMPTION OF MAINTENANCE OBLIGATIONS** (the “Assignment”) is given this 29<sup>th</sup> day of May, 2024 and is effective as of May 29<sup>th</sup>, 2024 (the “Effective Date”), by **MATTAMY PALM BEACH, LLC**, a Delaware limited liability company with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the “Assignor”), in favor of the **NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, *Florida Statutes*, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “Assignee”).

**WHEREAS**, Assignor is the “Developer” under that certain *Development Agreement between Martin County and Master Developer for Newfield*, dated December 15, 2020, and recorded in Official Records Book 3203, Page 1357 of the Public Records of Martin County, Florida, as assigned to Mattamy Palm Beach, LLC on \_\_\_\_\_, by that \_\_\_\_\_, dated \_\_\_\_\_ (collectively, the “Development Agreement”); and

**WHEREAS**, pursuant to Section 7.H.7. of the Development Agreement, Assignee is responsible for “maintenance in perpetuity of the streetlights, street trees, landscape, tree wells and grates, and open stormwater management retention or detention areas, bioswales, and swales on all roadways” (the “Maintenance Obligations”); and

**WHEREAS**, Assignor and Assignee desire to memorialize the assignment and assumption of the Maintenance Obligations to Assignee with respect to public roadways constructed pursuant to the Development Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true, correct and incorporated herein as terms.
2. **Assignment and Assumption.** Assignor hereby assigns to Assignee and Assignee hereby assumes from Assignor the responsibility to perform the Maintenance Obligations with respect to public roadways constructed pursuant to the Development Agreement as of the Effective Date.
3. **Binding; Governing Law.** This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and shall be construed in accordance with, and governed by, the laws of the State of Florida.



**IN WITNESS WHEREOF**, Assignor and Assignee have set their hands and seals as of the Effective Date.

**ASSIGNOR:**

**MATTAMY PALM BEACH, LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

**NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit  
of special-purpose government organized  
under Chapter 190, *Florida Statutes*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: Chairperson

**RIGHT-OF-WAY MAINTENANCE AGREEMENT**  
**For SW Newfield Parkway**

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**THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT**, hereinafter referred to as the Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Martin County, a political subdivision of the State of Florida, hereinafter referred to as the County, and the Newfield Community Development District, a community development district organized in the State of Florida under Chapter 190, Florida Statutes, hereinafter referred to as the “Newfield CDD”.

**WITNESSETH:**

**WHEREAS**, the County is the owner of right-of-way over SW Newfield Parkway, which is adjacent to the property owned and maintained by the Newfield CDD; and

**WHEREAS**, on December 15, 2020, the Board of County Commissioners and the and Master Developer for Newfield executed a Development Agreement as recorded in Official Record Book 3203 on page 1357, of the Public Records of Martin County, which is incorporated herein by reference; and

**WHEREAS**, pursuant to Condition H 7) of the Development Agreement, the Master Developer is required to “be responsible for the maintenance in perpetuity of the streetlights, street trees, landscape, tree wells and grates...on all roadways”; and

**WHEREAS**, the Master Developer has created and assigned certain responsibilities for the operation and maintenance of improvements within Newfield to the Newfield CDD; and

**WHEREAS**, the County and the Newfield CDD, by entering into this Agreement, intend to expressly define the maintenance responsibilities being delegated to the Newfield CDD for improvements within the SW Newfield Parkway right-of-way.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The above recitations are true and correct and hereby made a part of this Agreement.
2. The street trees, landscape, tree wells, and grates, which are the subject of this Agreement, are limited to those as explicitly depicted on “Exhibit A – Right-of-way Landscape Improvements”, prepared by EDSA Inc. on date and titled “Landscape Plans”, which are incorporated herein; only the accepted cover sheet is attached in Exhibit A, the detailed plans are on file with the Martin County Public Works Department.
3. All maintenance, repair, and replacement of the aforementioned landscape improvements shall be the sole responsibility of the Newfield CDD and will be maintained in accordance with “Exhibit B – Landscape Performance Standards,” attached hereto.
4. The streetlights and electrical system, which are the subject of this Agreement, are limited to those as explicitly depicted on “Exhibit C – Right-of-way Lighting Improvements”, prepared by Exp U.S. Services Inc. on date and titled “Lighting Plans”, which are incorporated herein; only

the accepted cover sheet is attached in Exhibit C, the detailed plans are on file with the Martin County Public Works Department.

5. All maintenance of the lighting improvements shall be the sole responsibility of the Newfield CDD, including, but not limited to, ensuring that the streetlights are kept in proper working order, in accordance with generally accepted Commercial Standards. Maintenance shall include the repair and replacement of all improvements required to maintain the same level of service that existed at the time the improvement was installed.
6. Should the Newfield CDD be unable or unwilling to complete the required maintenance work, the County may complete or contract to have such maintenance performed and bill the Newfield CDD for all costs incurred. The Newfield CDD agrees to pay such bill within thirty (30) days of receipt of such bill. The County agrees to provide written notice of its intent to perform such maintenance at least five (5) days in advance of performing the work.
7. The Newfield CDD is not authorized to use the County's Tax Exemption Number for paying sales taxes for goods/services used to fulfill these contractual obligations.
8. The Newfield CDD shall be solely responsible for and defend, indemnify, and hold harmless the County and its officials, officers, agents, employees, and representatives, past, present, and future, from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property including all reasonable costs of investigation and legal defense thereof (including, but not limited to, attorneys' fees, court costs, and expert witness fees) of any nature whatsoever arising out of or incident to the construction, design, maintenance, repair, management, use, or any other action pertaining to the improvements, or the acts or omissions of the Newfield CDD, its officers, agents, employees, contractors, subcontractors, licensees, or invitees with respect to said improvements or this Agreement. Nothing herein shall be construed to be a waiver of the County's or Newfield CDD's sovereign immunity provided by the Florida constitution, the provisions of Sec. 768.28, Florida Statutes, or a consent to be sued by third parties.
9. The Newfield CDD shall have the following minimum insurance requirements during the term of this Agreement, with insurance issued by companies authorized under the laws of the State of Florida:

Commercial general liability insurance, including contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000	
Personal/advertising injury	\$1,000,000	
Products/completed operations aggregate	\$2,000,000	
General aggregate	\$2,000,000	
Fire damage	\$100,000	Any 1 fire
Medical expense	\$10,000	Any 1 person

Business automobile liability for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the County will accept proof of hired and non-owned auto liability only. The certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Worker's compensation insurance with limits equal to Florida statutory requirements. Employers' liability must include limits of at least \$300,000 each accident, \$200,000 each

disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

10. This document shall be recorded in the Martin County, Florida Public Records. All costs associated with such recordation shall be paid by the Newfield CDD.
11. The term of this Agreement shall be in perpetuity.
12. This Agreement or any interest herein shall not be assigned or transferred by the Newfield CDD without the prior written consent of County. It is further agreed that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in the documents. Accordingly, it is agreed that deviation from the terms hereof shall not be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the formality and of equal dignity herewith.
13. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods:
  - (i) Hand delivery to the party; or
  - (ii) Delivery by commercial overnight courier service; or
  - (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice the addresses are as follows:

Newfield Community Development District  
Chairperson  
% Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Martin County  
County Administrator  
2401 SE Monterey Road  
Stuart, Florida 34996

Either party may change its address by providing written notice thereof to the other party.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the date first written above.

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

By: \_\_\_\_\_  
Michael J. Grzelka, P.E.  
County Engineer

By: \_\_\_\_\_  
Don G. Donaldson, P.E., CFM  
County Administrator

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
Sarah W. Woods  
County Attorney

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Name: Steven Dassa

Title: Vice Chairperson

WITNESS 1:

WITNESS 2:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ ]

COUNTY OF \_\_\_\_\_ ]

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Steven Dassa, as Vice Chairperson of Newfield Community Development District, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same. Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2024.

NOTARY PUBLIC

[SEAL]

By: \_\_\_\_\_

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Attachments:**

**Exhibit A** – Right-of-way Landscape Improvements

**Exhibit B** – Landscape Performance Standards

**Exhibit C** – Right-of-way Lighting Improvements

**Exhibit A**  
**Right-of-way Landscape Improvements**

## **Exhibit B**

### **Landscape Performance Standards**

#### **MANAGEMENT**

Newfield CDD is expected to have on staff or retain the necessary experts to be able to properly manage the designated landscape, streetscape project. Newfield CDD is required to schedule all maintenance activities to always meet the prescribed level of service described herein. All services performed shall comply with all laws, ordinances, codes, rules, orders and regulations relating to the performance of the service. Services must be accomplished by using professional methods in compliance with standards of the trade.

#### **MAINTENANCE**

Newfield CDD's work force shall be experienced, landscape maintenance personnel and shall be well versed in landscape maintenance, plant disease problems and needed remedies. The level of maintenance of the facilities shall consistently be within the tolerances listed below. These guidelines are not intended to be all-inclusive but a guide to describe the level of service expected by Martin County from Newfield CDD.

#### **TRAFFIC CONTROL**

Newfield CDD shall be responsible for traffic control during operations performed by Newfield CDD personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. The foregoing requirements are to be considered as minimum and Newfield CDD compliance shall in no way relieve the Newfield CDD of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

#### **LITTER**

Newfield CDD shall keep all areas within the work limits free of all visible litter. It is the Newfield CDD responsibility to schedule litter removal as needed to maintain a litter free appearance. Before mowing operations begin, all visible trash and litter shall be removed from the designated work areas. Additional litter pickup should be done as needed between mowing cycles in order to maintain the required litter free appearance.

Litter collection/disposal includes the pickup, removal and disposal from the right-of-way of any obstacle such as paper, plastic, wood, tires, cans or other debris. Items such as bags of trash, newspapers, magazines, boxes, etc., which would be torn, ripped, scattered or further subdivided by the mower resulting in an objectionable appearance, should be removed. The mower operator must exercise caution to avoid creation of litter during the mowing operation. Particular attention shall be given to litter removal in planting beds. The Newfield CDD shall be responsible for proper disposal of the litter. Litter must be removed from the site the same day it is picked up. It is not acceptable to leave bags of litter on site for pickup at a later date.

#### **EDGING/TRIMMING**

Edge grass at the curbs, sidewalks, drainage structures, edge of pavement and all other infrastructure contained in the maintained area mechanically and/or chemically to maintain no more than two (2) inches of grass over the curbs, sidewalks, pavement or structures. Grass shall not be herbicided or cut any farther than two (2) inches from the curb, sidewalk, pavement or other structures.

Trimming/edging around trees and shrubs shall be performed using hand labor, mechanical devices, or herbicides. Trimming/edging around planting beds and mulched areas shall be performed using

a mechanical edger to maintain a clean, well-defined edge. Use of string trimmers or other methods that may damage the trees during trimming operations is prohibited. All light/power poles, guardrails, drainage structures, signage and other appurtenances shall be mowed, trimmed or spot-sprayed with herbicide completely around their bases as needed to keep them weed free, and turf no higher than the standard mowing height.

## **MOWING**

Mowing height shall be 4 inches to 4.5 inches for Bahia turf and 3 inches to 3.5 inches for Floratam/St. Augustine turf. Mowing operations are to be scheduled by Newfield CDD in order to cut off no more than 1/3 (one third) of the overall turf height per mowing cycle and keep the turf height uniform and neat in appearance.

Mowing shall be performed with a mulching type mower to minimize the hazard to pedestrians and vehicles. Grass clippings should be left on the grass except in high focal areas where it may be desirable to remove them to prevent matting or build up. Grass clippings and other debris produced by the Newfield CDD maintenance activities shall be removed from planting beds, sidewalks, curbs, gutters, pavement and other hardscape areas on the same day they are generated. Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established contours.

## **INSPECTION**

Martin County or its duly authorized representative will inspect the maintenance provided at each area as necessary to determine whether the work is being performed in accordance with specifications and shall review any problems found with Newfield CDD.

The County reserves the right to give written notice in the form of an inspection report listing deficiencies to be corrected within ten (10) working days from date of inspection.

## **VEGETATION ENCROACHMENT**

Newfield CDD shall trim vegetation as it grows into the designated maintained areas from adjacent property.

## **TREE, SHRUB, PALM AND ORNAMENTAL CARE**

Trees in general, including but not limited to: Oak, Dahoon/East Palatka Holly, Pines, Ficus, Banyan, Maple, and Loquat trees shall be trimmed by Newfield CDD per this agreement. Trained employees skilled in the field of arboriculture shall perform tree pruning/trimming. All work to be performed shall be in accordance with the standards established in the American National Standards Institute (ANSI) publication A300 "Tree Care Operations-Tree, shrub and other woody plant maintenance-Standard Practices" latest edition. The long-term goal for most trees on road rights-of-way is to develop a singular trunk, with the lower eight feet free of limbs. Newfield CDD shall trim trees in order to maintain vertical and horizontal clearance for vehicular traffic at all times. Clearances shall be maintained to the Florida Department of Transportation specifications, latest edition. Newfield CDD shall remove sprouts from the trunks of trees, especially oak trees. The maximum length of sprouts allowed on trees shall be six (6) inches.

Shrubs: All shrubs shall be pruned on an as-needed basis to either retain an attractive, natural form, or where specifically designed in a precise, formal shape. Martin County shall retain the right to determine size and shape of all plantings.

Palms: All palms, excluding Washington Palms located within landscape beds, shall receive pruning as often as necessary to have palms appear neat and orderly at all times. The palms shall only have the dead lower fronds removed including removal of all nuts, seed stalks, and loose boots. Any formed or forming seed pods shall also be removed. Fronds shall be cut close to the petiole base



without damaging living trunk tissue. If for any reason more than the dead fronds need to be removed, prior approval must be obtained by the County and then the palms shall only be pruned to remove the lower fronds at a nine o'clock - three o'clock level from the base of the palm's bud. Removal shall only include yellowing or dead fronds and seedpods or blooms; do not remove healthy green fronds. Washington palms shall be allowed to develop a "Beard" of dead fronds around the trunk of the tree. The trunks of Washington palms will require periodic removal of frond stems or "boots" as they become loose or unsightly. All coconuts within the maintained areas shall be removed from coconut palms prior to growing to two (2) inches in size, largest measurement.

Oleander shall be trimmed at least once per year to a height of four (4) feet and old growth thinned to encourage dense foliage. Oleanders shall not be allowed to grow more than eight (8) feet tall. Wax Myrtle and similar ornamentals shall be trimmed as needed to maintain attractive compact growth no more than eight (8) feet tall.

All shrub areas shall be addressed every cycle by cleaning up and removing all paper, trash, weeds, twigs and other undesirable materials and debris.

Sight Distance (driver's line of sight) shall be maintained to the Florida Department of Transportation specifications, latest edition.

All material trimmed and pruned from trees and shrubs shall be removed from the job site as it is generated.

Newfield CDD shall be responsible for replacement of desirable plants killed or damaged by Newfield CDD or by its subcontractor's actions or inactions.

## **TREE STAKING**

All tree staking/supports shall be per The Florida Department of Transportation (FDOT), Roadway and Traffic Design Standards, Index 544, latest edition.

## **MULCH**

Provide and install mulching materials for planting beds to be accomplished as required throughout the year to provide one hundred percent (100%) coverage by the material in not less than two-inch (2") depth or more than four inch (4") in depth. Mulch shall not be in contact with the trunk of the trees. Keep mulch 3 to 4 inches away from tree trunks. Mulch materials shall be clean wood chips; red dyed wood chips, Eucalyptus mulch, pine bark or clean recycled mulch, free of exotic plant seeds. Shredded wood from land-clearing operations that include large pieces of wood shall not be allowed. Wood chips shall not measure more than three (3) inches in the largest dimension. Cypress mulch shall not be allowed. Repair and cover with mulch, any landscape fabric or bare ground uncovered or damaged during maintenance activities.

## **WEED CONTROL**

A weed is a plant out of place. Plants that were not part of the original landscape design or approved by the County shall be considered weeds. All planting beds, mulched areas, shrubs, hardscape, and sidewalk areas must be maintained essentially weed free. No individual weed (including grasses) shall remain more than two (2) weeks. Weed maintenance shall be performed as needed. No weed may remain that has grown to a height of six (6) inches and/or six (6) inches in diameter maximum.

Acceptable weed density within the above-described specifications shall not exceed over three (3) weeds per square yard over the worst half of any given area. Pre and post emergent herbicides may be used to control weeds in accordance with the product label and applied by a license applicator.

## **INSECT AND DISEASE CONTROL**

Insect and disease control shall be for specific insects or diseases identified as problematic and shall be treated as needed by Newfield CDD. Some specific examples are Fungus, Aphids, Scales, Thrips or Leafminers for ornamentals and Fungus and Chinch Bug in turf. Insect and disease control shall only be applied in a manner consistent with Integrated Pest Management practices (IPM).

Newfield CDD is responsible for inspection of landscape areas on every visit for indications of pest problems. When treatment is necessary, the least toxic and most target-specific pesticide shall be chosen. Biological controls (such as *Bacillus Thuringiensis* (BT) formulations) will be the first choice, and if pesticides are necessary, they will be applied on a spot-treatment basis when wind drift is negligible. Insect and disease control agents shall be applied at the rate recommended by the manufacturer.

Newfield CDD shall keep written records on pests identified and treatment applied for control. The Newfield CDD may utilize subcontractor(s) for pesticide application.

Pesticide applications shall be made in accordance with the rules and regulations governing use of pesticides by the State of Florida.

Newfield CDD shall be responsible for replacement of desirable plants killed or damaged by, insects, fungus or other pests.

## **FERTILIZATION**

All fertilizers shall be applied following the Martin County “Fertilizer Use” Code of Ordinance, Chapter 67, Article 14.

Fertilizers containing nitrogen applied to turf and/or landscaping plants shall contain no less than 50 percent slow-release nitrogen per guaranteed analysis label. All fertilization shall be applied according to product labeling and the appropriate Best Management Practices (BMPs). The cost of palm and other tree fertilization shall be included in the unit price for the major groupings.

Fertilizer (Lesco 8-0-12 Palm and Tropical Ornamental Fertilizer, or equivalent) and application rates for all palm trees shall be applied following the guidance provided by the University of Florida IFAS Extension, specifically the articles written by Timothy K. Broschat; Fertilization of Field-grown and Landscape Palms in Florida, <http://edis.ifas.ufl.edu/ep261>, and Nutrient Deficiencies of Landscape and Field-grown Palms in Florida, <http://edis.ifas.ufl.edu/ep273>.

Fertilizer and application rates for all plants and trees shall contain all the necessary mineral nutrition and micronutrients to ensure proper health and overall growth.

Drenching of palms and trees shall include fertilizer with micronutrients (Arbor Green Pro or approved equivalent), disease and insect control as a systemic at the root level as required to control the common diseases and pests.

Fertilizers shall be evenly broadcasted throughout the planting beds and turf area. All tree pit areas should be fertilized evenly; there should not be a fertilizer ring around the tree under any circumstances.

Shrubs and groundcovers shall have the fertilizer blown or fan raked off the leaves following the broadcast application.

Fertilizers shall be removed from sidewalks, curbs, and pavement to avoid staining and runoff.

Newfield CDD shall notify Martin County Engineering Department, Field Operations Division, two (2) business days prior to the application of fertilizer to enable the County to schedule an inspector to confirm the type, amount and application of the appropriate fertilizer.

## **IRRIGATION**

Streetscape areas containing automatic irrigation as specified on the site location list shall be checked on a monthly basis. A check of the irrigation system will include manually activating each bed or station to check the spray heads operation and direction of spray, the rain sensors are functioning properly, the individual stations are properly timed, and timers have the correct time of day and day of week.

Newfield CDD shall repair all deficiencies.

In the event that one or more local, state or federal governing agencies impose water use restrictions in Martin County, it shall be the responsibility of the Newfield CDD to adjust irrigation systems to comply with the restrictions. The adjustments required to make the systems comply and to re-adjust once water use restrictions are lifted, shall be made by the Newfield CDD.

Water use restrictions normally use odd and even addresses to determine the days of the week that irrigation systems can be operated. Roads that have a Federal, State or County route number such as US-1, SR-76, CR-707 shall use the designated road number to determine odd or even. Roads without a numerical name shall use the general orientation of the roadway to determine odd or even. North/South roads shall be considered odd. East/West roads shall be considered even.

## **FENCE**

Fences within the maintained areas shall be kept free of all vines and other vegetation (dead or alive). Vegetation growing into the fence shall be removed as needed to keep the fences free of vegetation.

Fence damage caused by Newfield CDD's actions shall be the responsibility of Newfield CDD to repair, with like materials and workmanship.

Herbicide may be used at the base of fences to aid in controlling vegetation. An area no more than six (6) inches wide each side of the fence may be herbicided where the fence meets the ground.

## **MAINTENANCE OF GUTTERS, EDGE OF PAVEMENT AND SIDEWALKS:**

The gutters and edge of pavement shall be swept. Newfield CDD shall remove and dispose of litter and debris at the edge of pavement and in the gutters.

The surface of concrete, brick pavers or otherwise paved medians shall be swept clean each maintenance cycle. All weeds are to be removed from all hardscape areas each cycle. Sidewalks within the maintenance area shall be edged per the edging specifications above and swept or blown off each cycle. Hardscape and sidewalks shall be kept essentially weed and debris free at all times.

## **REPLACEMENT PLANTS**

Newfield CDD shall be responsible for the cost of replacing plants damaged or killed by traffic accidents, vandalism or natural disasters. Plants damaged or killed by action or inaction of Newfield CDD or its subcontractors shall be replaced at Newfield CDD's cost, with plantings of similar type size and quantity. Martin County reserves the right to set reasonable time deadlines for plant replacements.

## **UNDERGROUND UTILITY LOCATES**

Newfield CDD is responsible for following the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes for all digging/excavation performed by Newfield CDD or its subcontractors.

## **HOURS OF MAINTENANCE**

Maintenance shall be performed Monday through Saturday, between one (1) hour after sunrise and one (1) hour before sunset, unless agreed upon by the County.

**Exhibit C**  
**Right-of-way Lighting Improvements**

**Newfield Community Development District  
Work Authorization**

Date Received: 4/15/2024 Plat #: \_\_\_\_\_  
WA #: 240311-42799  
CDD #: \_\_\_\_\_

**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 type="checkbox"/> Right-of-Way Use	<input type="checkbox"/> Maintenance Access

Name of Project: Newfield Farm  
Parcel ID#: 438400000000120  
Description of Project: Construction of agritourism plaza, planting areas,  
and two farm operations buildings.

Anticipated Construction Start Date: 5/1/2024  
Anticipated Construction Duration: 8 months

**Applicant Information**

Name: Mattamy Palm Beach LLC  
Address: 2500 Quantum Lakes Drive, Suite 215  
Boynton Beach, FL 33426  
Phone: (678) 316-6856  
Email: james.fitzgerald@mattamycorp.com

**Agent Information**

Name: Mike Schwartz/ Kimley-Horn  
Address: 1920 Wekiva Way, Suite 200  
West Palm Beach, FL 33411  
Phone: (561) 267-9978  
Email: mike.schwartz@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 detail plans must be reviewed and approved by the District.

**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  
James Fitzgerald  
Printed Name

4/23/2024  
\_\_\_\_\_  
Date  
Authorized Agent  
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 Accommodation 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

Bob Higgins, PE

Printed Name

5/20/24  
4/23/2024

Date

CDD Engineer

Title

**Board of Supervisors Approval**

Board Meeting Date

## RESOLUTION 2024-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (the “**Board**”) of the Newfield Community Development District (the “**District**”) prior to June 15, 2024, a proposed budget (the “**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (the “**Fiscal Year 2024/2025**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

**DATE:** \_\_\_\_\_, 2024  
**HOOR:** 9:30 a.m.  
**LOCATION:** 2400 SE Federal Highway, #203  
Stuart, Florida 34994

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Martin County at least sixty (60) days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least forty-five (45) days.

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

**6. SEVERABILITY.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of May, 2024.

**ATTEST:**

**NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:**    Fiscal Year 2024/2025 Budget

**Exhibit A**

Fiscal Year 2024/2025 Budget

Newfield  
Community Development District

**Proposed Budget For  
Fiscal Year 2024/2025  
October 1, 2024 - September 30, 2025**

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**PROPOSED BUDGET**  
**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	<b>FISCAL YEAR 2024/2025 BUDGET</b>
<b>REVENUES</b>	
O&M Assessments	0
Developer Contribution	122,839
Debt Assessments	0
Interest Income	360
<b>TOTAL REVENUES</b>	<b>\$ 123,199</b>
<b>EXPENDITURES</b>	
Supervisor Fees	0
Engineering/Inspections	15,000
Miscellaneous Maintenance	5,000
Management	39,324
Legal	30,000
Assessment Roll	6,000
Audit Fees	5,000
Arbitrage Rebate Fee	650
Insurance	7,250
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>\$ 123,199</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>



**DETAILED PROPOSED BUDGET**  
**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
<b>REVENUES</b>				
O&M Assessments	0	0	0	
Developer Contribution	114,211	120,609	122,839	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	512	0	360	Estimated At \$30 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 114,723</b>	<b>\$ 120,609</b>	<b>\$ 123,199</b>	
<b>EXPENDITURES</b>				
Supervisor Fees	0	0	0	
Engineering/Inspections	13,654	15,000	15,000	
Miscellaneous Maintenance	0	5,000	5,000	Miscellaneous Maintenance
Management	37,080	38,184	39,324	CPI Increase (Capped At 3%)
Legal	23,475	30,000	30,000	
Assessment Roll	0	6,000	6,000	Will Commence In Fiscal Year Of Bond Issuance
Audit Fees	3,300	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	5,375	5,800	7,250	FY 23/24 Expenditure Was \$6,594
Legal Advertisements	2,793	5,000	5,000	
Miscellaneous	298	1,000	1,000	
Postage	61	300	300	
Office Supplies	588	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>\$ 88,299</b>	<b>\$ 120,609</b>	<b>\$ 123,199</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 26,424</b>	<b>\$ -</b>	<b>\$ -</b>	
Bond Payments	0	0	0	
<b>BALANCE</b>	<b>\$ 26,424</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>\$ 26,424</b>	<b>\$ -</b>	<b>\$ -</b>	

## RESOLUTION 2024-04

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, 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 entirely within Martin County, Florida; and

**WHEREAS**, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors (the "Board") "shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*," and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.**  
The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Frank Covelli	November 2026
2	Steven Dassa	November 2024
3	Jonas Read	November 2026
4	Jason Corp	November 2024
5	Celine Walsh	November 2024

This year, Seat 2, currently held by Steven Dassa, Seat 4, currently held by Jason Corp, and Seat 5, currently held by Celine Walsh, are subject to election by landowners in November 2024. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisors of the District shall be held on the \_\_\_\_ day of November, 2024, at \_\_\_\_ : \_\_\_\_ .m., and located at 2400 SE Federal Highway, #203, 2nd Floor Conference Room, Stuart, Florida 34994.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of

the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its May 15, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office / District Manager's office, located at Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

5. **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.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 29<sup>th</sup> DAY OF MAY, 2024.**

**NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

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

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

**Exhibit A:** Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

## EXHIBIT A

### NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Newfield Community Development District (“**District**”) located within Martin County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District’s Board of Supervisors (“**Board**”, and individually, “**Supervisor**”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November \_\_\_\_, 2024  
TIME: \_\_\_\_:\_\_\_\_.m.  
PLACE: 2400 SE Federal Highway, #203, 2nd Floor Conference Room  
Stuart, Florida 34994

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office, at least 48 hours before 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.

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

Andrew Karmeris  
District Manager  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_, 2024

**PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT**

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November** \_\_\_\_, 20242

TIME: \_\_: \_\_.M.

LOCATION: **2400 SE Federal Highway, #203, 2nd Floor Conference Room  
Stuart, Florida 34994**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT  
MARTIN COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_\_\_, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Newfield Community Development District to be held at 2400 SE Federal Highway, #203, 2nd Floor Conference Room, Stuart, Florida 34994, on November \_\_\_\_, 2024, at \_\_\_\_:\_\_\_\_.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:**

\_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**  
**MARTIN COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER \_\_\_\_, 2024**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Newfield Community Development District and described as follows:

**Description**

**Acreage**

_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
2		
4		
5		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## MEMORANDUM

TO: DISTRICT MANAGERS

FROM: KUTAK ROCK LLP - TALLAHASSEE

DATE: MAY 17, 2024

RE: RECENTLY ENACTED 2024 LEGISLATION

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[HB 7013](#)—the 2024 special districts omnibus bill—has been signed by Governor DeSantis. As a result, special districts have new requirements and deadlines spelled out in statute.

Among other things the bill:

- Requires all special districts to adopt goals and objectives along with performance measures and standards to determine if a district has met its goals and objectives; **this must be done by October 1, 2024**. We encourage District Managers to prepare standardized draft goals and objectives to be adopted by district boards. Although some district boards may wish to establish more detailed goals and objectives specifically tailored to the activities of their particular district, the majority may wish to adopt standardized goals and objectives that are germane to special districts. Kutak Rock would like to review proposed goals and objectives prior to presentation to district boards.
  - Each subsequent year, an annual report must be prepared describing the goals and objectives achieved or failed to be achieved by the district, as well as the performance measures and standards used by the district to make this determination. The annual report must be posted on the district's website by December 1. **The first of these annual reports is due December 1, 2025.**
- Beginning with the 2024 elections, establishes a term limit of 12 years for members of a *popularly elected* body governing an independent special district, unless the district's charter provides for more restrictive terms of office. The term limits **do not apply** to community development districts created under Chapter 190, F.S., or an independent special district created pursuant to a special act that provides that "any amendment to chapter 190 to grant additional powers constitutes a power of that district."
- Allows the Department of Commerce to declare certain independent special districts (**excluding community development districts**) and community redevelopment districts



inactive if they report no revenue, expenditures, or debt for five consecutive years beginning no earlier than Oct. 1, 2018.

- States that independent special district boundaries shall only be changed by general law or special act. This language **does not apply** to a community development district established pursuant to Chapter 190, F.S.