



**NEWFIELD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MARTIN COUNTY**

**REGULAR BOARD MEETING  
FEBRUARY 26, 2025  
9:30 A.M.**

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

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

**AGENDA**  
**NEWFIELD**  
**COMMUNITY DEVELOPMENT DISTRICT**  
2400 SE Federal Highway, #203  
Secon Floor Conference Room  
Stuart, Florida 34994  
Conference Call (877) 873-8017 Access # 9758310  
**REGULAR BOARD MEETING**  
February 26, 2025  
9:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Seat New Board Members
- D. Administer Oath of Office & Review Board Member Responsibilities and Duties
- 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. October 30, 2024 Regular Board Meeting.....Page 2
- J. Old Business
- K. New Business
  - 1. Consider Ratification of Lifestyle and Communication Management Agreement.....Page 4
  - 2. Consider Resolution No. 2025-01 – Adopting a Fiscal Year 2025/2026 Proposed Budget.....Page 14
- L. Administrative Matters
- M. Board Member Comments
- N. Adjourn

**AFFIDAVIT OF PUBLICATION**

DEFAULT  
Newfield Community Development District  
2501 Burns RD # A  
Palm Beach Gardens FL 33410-5207


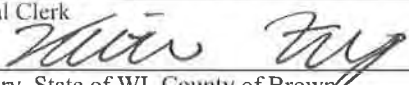
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

02/14/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/14/2025

  
\_\_\_\_\_  
Legal Clerk  
  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
3.7.27

My commission expires

Publication Cost: \$135.28  
Tax Amount: \$0.00  
Payment Cost: \$135.28  
Order No: 11026374 # of Copies: 1  
Customer No: 1126224  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KAITLYN FELTY  
Notary Public  
State of Wisconsin

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 February 26, 2025, at 9:30 a.m. in the Second Floor Conference Room located at 2400 SE Federal Highway, #203, Stuart, Florida 34994, where the Board may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 ("District Manager's Office"), during normal business hours, or by visiting the District's 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 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 Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

Stephanie Brown  
District Manager  
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT  
[www.newfieldcdd.org](http://www.newfieldcdd.org)  
PUB FEB 14, 2025  
TCN 11026374

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
OCTOBER 30, 2024**

**A. CALL TO ORDER**

The October 30, 2024, Regular Board Meeting of the Newfield Community Development District (the “District”) was called to order at 9:30 a.m. in Suite 203 of 2400 SE Federal Highway, Stuart, Florida 34994.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *The Stuart News* on May 17, 2024 as legally required.

**C. ACCEPT BOARD MEMBER RESIGNATION**

A **motion** was made by Mr. Read, seconded by Mr. Bruce and passed unanimously accepting Mr. Dassa’s resignation from Seat No. 2.

**D. ESTABLISH QUORUM**

A quorum was established with the following Supervisors in attendance: Vice Chairman Jonas Read, Supervisor Richard Bruce and Supervisor Celine Walsh.

Also in attendance were: District Manager Andrew Karmeris of Special District Services, Inc.; District Counsel Ryan Dugan of Kutak Rock LLP (via phone); Developer Representative James Fitzgerald (via phone).

**E. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**F. COMMENTS FROM THE PUBLIC**

There were not comments from the public.

**G. APPROVAL OF MINUTES**

**1. August 28, 2024 Public Hearing and Regular Board Meeting**

The August 28, 2024, Public Hearing and Regular Board Meeting minutes were presented for Board consideration.

A **motion** was made by Ms. Walsh, seconded by Mr. Read and passed unanimously approving the minutes of the August 28, 2024, Public Hearing and Regular Board Meeting, as presented.

**H. OLD BUSINESS**

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

**I. NEW BUSINESS**

**1. Consider Resolution No 2024-08 Adopting a Fiscal Year 2023/2024 Amended Budget**

Mr. Karmeris presented Resolution No 2024-08.

A **motion** was made by Ms. Walsh, seconded by Mr. Bruce and passed unanimously adopting Resolution No 2024-08 Adopting a Fiscal Year 2023/2024 Proposed Budget, as presented.

**2. Consider Approval of Audit Renewal**

Mr. Karmeris informed the Board that it was staff's recommendation to renew the two-year option with Grau and Associates to perform the Fiscal Year 2023/2024 and 2024/2025 annual audits.

A **motion** was made by Mr. Read, seconded by Mr. Bruce and passed unanimously renewing the two-year option with Grau and Associates.

**J. ADMINISTRATIVE MATTERS**

Mr. Karmeris reminded the Board to complete their required ethics training before the end of the calendar year.

**K. BOARD MEMBER COMMENTS**

There were no Board member comments.

**L. ADJOURNMENT**

A **motion** was made by Ms. Walsh, seconded by Mr. Read and passed unanimously adjourning the meeting at 9:35 a.m.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair



## Lifestyle and Communication Management Agreement

This Lifestyle and Communication Agreement ("AGREEMENT") is made this \_\_\_\_ day of \_\_\_\_\_ 2025 between the Newfield Community Development District, a local unit of special-purpose government of the State of Florida created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("CLIENT" or "CDD") and OnVie LLC ("COMPANY").

### SCOPE OF WORK ("Services"):

- I. **Lifestyle Management:** COMPANY shall develop and oversee all aspects of the Newfield lifestyle program (community, farm, trails, town center) in accordance with the provisions outlined in this Agreement.
  - A. **Lifestyle Curation and Budgeting:** COMPANY shall design and plan annual lifestyle programs and annual budgets, subject to CLIENT'S direction and approval. All programming expenses approved by the CLIENT shall be at the expense of CLIENT and are not included in the COMPANY'S Monthly Management Fee (defined in Exhibit A). CLIENT shall approve and fund an annual programming budget sufficient to perform the approved lifestyle programs. The programs may be adjusted throughout the year based on feedback, CLIENT requests, and event success.
  - B. **Planning and Implementation:** COMPANY, through the onsite lifestyle team, shall facilitate event logistics, implementation, and administration of the approved lifestyle program.
  - C. **Tracking Engagement and Participation:** COMPANY shall provide program metrics to include event reconciliations (such as profit/loss), attendance tracking, and post event survey feedback.
  
- II. **Communications Management and Marketing:** COMPANY shall provide the following for the communications and marketing plan.
  - A. **Community Relations and Community-wide Communications:**
    - a. **Communications Plan and Administration:** COMPANY shall create and launch a proactive resident communications plan, to include content and frequency to help ensure residents are informed and engaged. COMPANY shall design and administer the community's e-newsletter and incorporate information from the CLIENT. CLIENT shall provide to COMPANY the contact information and email addresses for the residents within Newfield under this agreement, provided CLIENT has such information.
    - b. **Lifestyle:** COMPANY shall manage all aspects of lifestyle communications, which include website management, electronic correspondence, mail correspondence, flyers, and the like, subject to the terms of this Agreement.
    - c. **Developer/Builder Relations:** COMPANY shall manage the ongoing proactive communication to the residents on behalf of builders/developer, CLIENT and HOA. COMPANY shall create a mass email template to be used specifically for builders/developer to keep the residents informed of important updates. COMPANY shall coordinate with the builders/developer on frequency of communications,

copywriting and messaging, and distribute communications to the community on behalf of the builders/developer. The CLIENT shall approve of any communication prior to its publication. CLIENT is responsible for providing content for the emails.

- d. **Resident Welcome Program:** COMPANY shall create and launch a welcome program in coordination with CLIENT to include communications and orientation for new residents. COMPANY shall draft a welcome packet for CLIENT review and approval.
- e. **Resident Correspondence:** COMPANY will review and respond to all resident inquiries and suggestions in a timely manner.
- f. **Tools:** COMPANY shall provide the community e-newsletter, social media post creation for marketing purposes, social media group management, and landing page for community events, if applicable. COMPANY shall create lifestyle calendars and event advertisements for the approved lifestyle programs.
- g. **Community-wide Survey:** COMPANY shall deploy and analyze a community-wide lifestyle survey, at least annually, to gauge resident interests.

**B. Marketing:**

- a. **Marketing the Community:** COMPANY shall coordinate with CLIENT to highlight the full breadth of the approved lifestyle programs to help CLIENT’s marketing/sales team(s) showcase the lifestyle to prospects. COMPANY shall meet with CLIENT’s marketing team routinely and as requested.
- b. **Social Media:** COMPANY shall provide copy and images for social media posts to CLIENT’s marketing team to help showcase the lifestyle of the community to prospects.
- c. **Marketing Collateral to Showcase Lifestyle:** COMPANY shall provide marketing collateral, such as event calendars and lifestyle program overviews, for CLIENT’s marketing/sales team(s) to utilize.
- d. **Trainings for Sales Team:** COMPANY shall attend CLIENT sales meetings, as requested, to train the sales representatives on the importance of lifestyle as a sales tool, keep them abreast of upcoming events, and share success stories from the program.

The attached General Terms and Conditions to Lifestyle and Communication Management Agreement are incorporated into this Agreement reference and expressly made a part hereof.

**Agreed and Accepted:**

\_\_\_\_\_  
Chair  
Newfield Community Development District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Monaca S. Onstad, President/CEO  
OnVie LLC

\_\_\_\_\_  
Date

**Exhibit "A"**

1. **One-time Setup Fee:** The setup fee shall be waived.
2. **Monthly Management Fee:** The monthly fee for the services outlined is \$5,500 per month plus lifestyle director salary as stated below in Payroll Expense Reimbursement. Monthly Fees shall be due and payable via ACH on the first day of each month commencing on the date of November 1, 2024.
3. **Payroll Expense Reimbursement:** COMPANY shall recruit, hire, train, and manage the onsite lifestyle management team on behalf of CLIENT. CLIENT shall reimburse COMPANY for the team’s wages plus burden rate of 25%; provided however, the wages, and any change in the wages, shall be subject to approval of the CLIENT. The CLIENT agrees to offer competitive wages. The CLIENT agrees to pay the COMPANY one month in advance of actual payroll. COMPANY shall submit monthly invoices, which invoices shall provide the monthly gross wages per team member plus burden rate of 25%.
4. **Resource Costs:** Should COMPANY need to provide the following resources, the related expenses shall be charged to and become a cost of the CLIENT and shall be reimbursed to COMPANY.

Event and E-Newsletter Software	actual cost
Domain Names and Web Hosting	actual cost
Landing Page or Websites	actual cost
Printing Supplies for Marketing/Sales Materials, etc.	actual cost
Postage	actual cost
Bulk Mailings	actual cost



**OnVie LLC, a Florida limited liability company**  
**GENERAL TERMS AND CONDITIONS TO LIFESTYLE AND COMMUNICATIONS MANAGEMENT AGREEMENT**

These General Terms and Conditions to Lifestyle and Communications Management Agreement (these "**Terms and Conditions**") are made part of the Agreement prepared by OnVie LLC, a Florida limited liability company ("**Company**"), for the CLIENT as identified in the Agreement. The Agreement and these Terms and Conditions shall be read and interpreted as a single document; provided, however, that these Terms and Conditions shall control in the event there is overlapping subject matter or a conflict between the Agreement and these Terms and Conditions. The Agreement and the Terms and Conditions, together, are hereinafter referred to as the "**Contract**". Any capitalized term not defined in these Terms and Conditions shall have the meaning ascribed to such term in the Agreement.

**1. Fees.** In consideration of Company's Services, CLIENT shall pay to Company all fees set forth in the Agreement ("**Fees**"). The Fees and Reimbursable Expenses under the Contract shall be due and payable within thirty (30) days after receipt of an invoice for such Fees. Payments received more than five (5) business days after the due date therefor shall be subject to a \$25 late fee. Upon each Renewal Term, the Monthly Management Fee shall be subject to an annual increase based upon the increase in the Consumer Price Index applicable to Martin County, Florida (if any), which increase shall not exceed five percent (5%) of the Monthly Management Fee for previous Term.

**2. Reimbursable Expenses.** All fees are exclusive of reimbursable expenses including, without limitation, printing, photographic reproduction, postage and courier service, travel and lodging, purchase of food, event supplies, entertainment, equipment rental, or tickets or transportation and other costs incurred in the performance of the Services unless otherwise stated herein ("**Reimbursable Expenses**"). Automobile mileage will be charged at the rate the then current mileage rate as established by the Internal Revenue Service for the use of a private car driven for business use. Reimbursable Expenses shall be charged to CLIENT at the actual cost of the Reimbursable Expenses plus ten percent (10%). Company shall invoice CLIENT for Reimbursable Expenses, and CLIENT shall promptly pay such invoices for Reimbursable Expenses within thirty (30) business days of receipt of such invoice.

**3. General Payment Obligations.** Time is of the essence with respect to CLIENT's payment obligations. Amounts unpaid for a period of thirty (30) days after the invoice date will bear interest at a rate of 1.5% per month or the highest rate permissible by law, whichever is less. Delinquent invoices outstanding may result, at the option of Company, in Services being stopped at that time and not resumed until all such invoices have been paid. CLIENT's failure to make payment due to Company hereunder shall be a significant failure by CLIENT and shall be grounds for termination of the Contract at Company's option, subject to any applicable notice and cure period. CLIENT shall not withhold amounts from Company's compensation to impose a penalty or liquidated damages on Company, or to offset sums alleged to be due to CLIENT by Company.

**4. Term and Termination of Contract.** The initial term of this Contract shall commence on the date the Agreement is executed by CLIENT and shall continue thereafter for a period of one (1) year (the "**Initial Term**"). Upon expiration of the Initial Term, this Contract shall automatically renew for successive one (1) year terms unless CLIENT provides written notice of nonrenewal to Company at least thirty (30) days prior to the end of the then-current term for any or no reason (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), or unless sooner terminated as provided in the Contract. If the Term is renewed for any Renewal Terms pursuant to this Section, the terms and conditions of this Contract during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the Fees payable hereunder by CLIENT during the applicable Renewal Term as set forth in Section 1 of these Terms and Conditions. If CLIENT provides timely notice of its intent not to renew this Contract, then, unless otherwise sooner terminated in accordance with its terms, this Contract shall terminate on the expiration of the then-current Term.

**5. Termination for Cause.** Either party (the "**Non-Defaulting Party**") may terminate this Contract before the expiration date of the Term on written notice to the defaulting party (the "**Defaulting Party**"): (i) if the Defaulting Party materially breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by the Defaulting Party within thirty (30) days after the Defaulting Party's receipt of written notice of such breach; (ii) upon the occurrence of a Force Majeure Event that lasts longer than ninety (90) days; or (iii) if the Defaulting Party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

**6. Termination for Convenience.** Either party shall have the right at any time, for its convenience and without cause, to terminate this Contract by giving the other party thirty (30) days' prior written notice. Upon a party's giving of such notice, Company shall immediately cease performing Services under this Contract, and Company shall be compensated for all the Services performed up until the termination date, together with all Reimbursable Expenses, and all expenses directly attributable to termination for which Company is not otherwise compensated. In the event that CLIENT terminates this Contract for convenience, CLIENT shall pay to Company an early termination fee equal to one (1) months' Monthly Management Fee as liquidated damages, and not as a penalty (the "**Termination Fee**"). CLIENT shall pay the Termination Fee to Company without notice, presentment, or demand, and within five (5) business days of serving its written notice of termination to Company in accordance with this Section.

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**7. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS CONTRACT OR PERFORMANCE OF SERVICES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE GREATER OF, ON AN AGGREGATE BASIS, (i) THE TOTAL OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS CONTRACT IN THE TWELVE-MONTH (12-MONTH) PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (ii) THE AMOUNT OF ALL DEDUCTIBLES APPLICABLE TO COMPANY'S INSURANCE POLICY OR POLICIES APPLICABLE TO SUCH CLAIM PLUS THE AMOUNT OF INSURANCE PROCEEDS PAID OR PAYABLE UNDER SUCH INSURANCE POLICY OR POLICIES APPLICABLE TO SUCH CLAIM.

**8. CLIENT'S Indemnification.** To the fullest extent permitted by law, CLIENT shall defend at CLIENT's expense, indemnify, and hold harmless Company and its affiliates and subsidiaries, and their respective members, managers, officers, directors, agents, representatives, and employees (collectively, the "**Company Indemnified Parties**") against, for, and from any and all third-party liabilities, losses, damages, injuries, deaths, demands, judgments, actions, claims, suits, costs, and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "**Company Indemnity Claims**" and, individually, each a "**Company Indemnity Claim**"), caused in whole or in part by, based on, resulting from, or arising out of: (a) any negligence, recklessness, or intentional wrongful conduct of CLIENT, or its affiliates, or their respective officers, directors, agents, representatives, employees, consultants, contractors, subcontractors, or suppliers; (b) any act or omission by CLIENT in the performance of its obligations under the Contract; and/or (c) any breach by CLIENT of the Contract. CLIENT may not settle or compromise any claim or consent to the entry of any judgment with respect to which Company Indemnified Parties are seeking indemnification hereunder in a manner that adversely affects the Company Indemnified Parties without the Company Indemnified Parties' prior written consent. This Section shall survive the expiration or earlier termination of the Contract. Notwithstanding the foregoing, the Company agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**9. Company's Indemnification.** To the fullest extent permitted by law, Company shall defend at Company's expense, indemnify, and hold harmless CLIENT and its officers, directors, staff, agents, representatives, and employees (collectively, the "**CLIENT Indemnified**

**Parties**") against, for, and from any and all third-party liabilities, losses, damages, injuries, deaths, demands, judgments, actions, claims, suits, costs, and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "**CLIENT Indemnity Claims**" and, individually, each a "**CLIENT Indemnity Claim**"), caused in whole or in part by, based on, resulting from, or arising out of: (a) any negligence, recklessness, or intentional wrongful conduct of Company, or its affiliates, or their respective officers, directors, agents, representatives, employees, consultants, contractors, subcontractors, or suppliers; (b) any act or omission by Company in the performance of its obligations under the Contract; and/or (c) any breach by Company of the Contract. Company may not settle or compromise any claim or consent to the entry of any judgment with respect to which CLIENT Indemnified Parties are seeking indemnification hereunder in a manner that adversely affects the CLIENT Indemnified Parties without the CLIENT Indemnified Parties' prior written consent.

**10. CLIENT's Insurance.** During the Term of this Contract, CLIENT shall either (i) maintain a self-insurance program sufficient to provide the following coverages and limits or (ii) procure and maintain the following insurance coverage, at a minimum, with such insurance companies, issued upon such forms, and containing such terms as are reasonably acceptable to Company: (i) commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (ii) to the extent required, workers' compensation Insurance as required by applicable laws; (iii) to the extent applicable, employer's liability with limits not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence; (iv) to the extent applicable, automobile liability covering all vehicles used in connection with the Contract (if any) in an amount of no less than One Million Dollars (\$1,000,000) combined single limit, and (vii) any other insurance and/or bonds required by applicable laws. CLIENT's insurer(s) shall be rated A- (or better) by A.M. Best. CLIENT shall cause the required insurance policies to be endorsed to provide that such coverage shall not be cancelled or reduced without thirty (30) days' advance written notification to Company from the carrier(s). Upon request, CLIENT shall provide to Company evidence acceptable to Company that CLIENT maintains the insurance required hereunder. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations in the Contract.

**11. Company's Insurance.** During the Term of this Contract, Company shall procure and maintain the following insurance coverages: (i) commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (ii) to the extent required, workers' compensation Insurance as required by applicable laws; (iii) to the extent required, employer's liability with limits not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence; and (iv) any other insurance and/or bonds required by applicable laws. In the event CLIENT requires Company to maintain coverages, limits, or requirements beyond those required in this Section, CLIENT shall pay to Company, as a Reimbursable Expense subject to Section 2 above, any additional costs or expenses incurred by Company to

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procure and maintain such additional coverages, limits, or requirements.

**12. Confidentiality.** From time to time during the Term of this Contract, either Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**") information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; or (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Contract; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Contract or as may be required under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction. This Section shall survive the expiration or termination of the Contract and remain in effect for a period of two (2) years after the expiration or earlier termination of the Contract. Notwithstanding the prior provisions, Company acknowledges that CLIENT is governed by Chapter 119, Florida Statutes, and may be required to release Confidential Information as required by Florida law. CLIENT agrees to provide notice to Company of the receipt of a records request, and Company has two (2) business days to notify the CLIENT of a lawful exemption which would prohibit the release of such Confidential Information. If a lawful exemption is not provided to the Client within two (2) business days, the CLIENT may move forward with the release of any requested Confidential Information without liability to the Company.

**13. Non-Solicitation.** CLIENT understands and acknowledges that Company has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to Company. CLIENT agrees and covenants not to directly or indirectly solicit, hire, or recruit for its own benefit or the benefit of any other person, or so attempt to solicit, hire, or recruit, any employee of Company or any employee who has been employed by Company in the twelve (12) months before the expiration or termination of the Term (collectively, "**Covered Employee**"), or induce any Covered Employee to terminate their employment for twenty-four (24) months immediately following the expiration or 4899-0379-1380.2

termination of the Term, regardless of the reason for the termination, whether voluntary or involuntary ("**Restricted Period**"). This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, and Twitter, and any other social media platform, whether or not in existence at the time of entering into this Contract. CLIENT acknowledges that Company will suffer damages if CLIENT violates this Section, and the specific damages for such violation are difficult to determine at this time, but the parties agree that the liquidated damages specified herein represent a reasonable estimate of the damages Company will incur for each such violation and bear a reasonable relationship to Company's risk of loss due to CLIENT's violation. Accordingly, as liquidated damages, and not as a penalty, CLIENT shall pay to Company damages in an amount equal to: (i) six (6) months of the Covered Employee's salary or six (6) months of the current Monthly Management Fees, whichever is greater, if the violation occurs during the Term of this Contract; or (ii) one (1) year of the Covered Employee's salary, if the violation occurs after the expiration or termination of the Term and within the Restricted Period. "Salary", as used in this Section, shall mean the Covered Employee's most recent annual salary or compensation. Any liquidated damages shall be payable to Company by CLIENT upon demand by Company plus interest from the date of demand at the rate specified in Section 3 of this Contract. It is further mutually understood and agreed that, while the liquidated damages specified in this Section are Company's sole monetary remedy for CLIENT's violation of this Section, Company's assessment of liquidated damages is intended to compensate Company solely for CLIENT's violation of this Section and shall not release CLIENT from liability from any other breach of the requirements of the Contract. If the liquidated damages set forth herein are determined by a court or arbitrator(s) (as applicable) to be unenforceable as a result of a challenge by CLIENT or anyone claiming by, through or under CLIENT, CLIENT hereby consents and agrees that Company shall be entitled to seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available relief. CLIENT acknowledges and agrees that: (i) Company's Services to be rendered to CLIENT are of a special and unique character; (ii) that CLIENT will obtain knowledge and skill relevant to Company's industry, methods of doing business, and marketing strategies by virtue of this Contract; and, (iii) that the restrictive covenants and other terms and conditions of this Contract are reasonable and reasonably necessary to protect the legitimate business interests of Company. This Section shall survive the expiration or termination of the Contract.

**14. Disclaimer of Warranties.** COMPANY MAKES NO WARRANTIES OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO CLIENT, AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE. COMPANY DOES NOT GUARANTEE ANY RESULTS OR OUTCOMES OF ITS SERVICES PROVIDED PURSUANT TO THIS CONTRACT.

**15. Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to this Contract or Company's Services shall be subject to mediation as a condition precedent to binding dispute resolution. CLIENT and Company shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Mediation Procedures in effect on the date of this Contract. A request for mediation shall be made in writing, delivered to the other party to this Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of an appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of forty-five (45) days from the date of filing, unless stayed for a longer period by written agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the Martin County, Florida, unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any claim, dispute or other matter in question arising out of or related to this Contract subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect on the date of this Contract. A demand for arbitration shall be made in writing, delivered to the other party to this Contract, and filed with the person or entity administering the arbitration. The arbitration shall be held in Martin County, Florida, unless another location is mutually agreed upon in writing. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Contract, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Either party, at its sole discretion, may consolidate an arbitration conducted under this Contract with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the

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arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. CLIENT and Company grant to any person or entity made a party to an arbitration conducted under this Contract, whether by joinder or consolidation, the same rights of joinder and consolidation as CLIENT and Company under this Contract. The provisions of this Section shall survive the termination of this Contract.

Notwithstanding the foregoing, any claims by Company for violations of Sections 12 or 13 of these Terms and Conditions or for injunctive relief, shall not be subject to the requirements of this Section 15. Any such claims shall be resolved in a court of competent jurisdiction located in Martin County, Florida.

**16. Independent Contractor.** Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any manner whatsoever, except as may be provided in this Contract or as may be necessary in performing the Services. Company shall be regarded as an independent contractor for all purposes. Nothing contained in this Contract shall be construed as creating an exclusive relationship between CLIENT and Company, and Company shall not be prohibited from providing the same, similar, or different Services for third-parties.

**17. CLIENT's Responsibilities.** CLIENT shall designate one (1) individual who shall be authorized to direct Company on specific matters relating to this Contract and Company's performance of its Services under this Contract. In the absence of any such designation, the CLIENT's president shall have such authority. CLIENT shall be responsible for all operating expenses pertaining to the day-to-day operation of the community, including, without limitation, advertising and marketing costs, courier expenses (such as Federal Express, UPS), telephone, utilities, retail product expense, all operating supplies, laundry and uniforms, computer and software expenses, etc., that have not been factored into the Fees. CLIENT shall provide Company with the following as necessary for Company's performance of its Services: (i) reasonable access and use of CLIENT'S facilities, including, without limitation, office space, programming, and similar items; (ii) monthly financials, annual budgets, and other financial documentation; (iii) member rosters, including, without limitation, names, emails, phone numbers, and addresses; and, (iv) access to applicable online databases utilized in the management of the community, (v) home sales data and metrics, (vi) any and all other information, documentation, and materials as may be reasonably requested by Company.

**18. Marketing.** Company may refer to CLIENT and its affiliates and subsidiaries in Company advertising and promotional materials, and CLIENT hereby consents, on its behalf as well as on behalf of its affiliates and subsidiaries, to Company referring to CLIENT by name in advertising and promotional materials. CLIENT, on its behalf and on behalf of its affiliates and subsidiaries, hereby grants Company an irrevocable license to use CLIENT's and its affiliates' and subsidiaries' name, trademark, trade name, symbol, and any abbreviation or contraction thereof in any and all of Company's advertising and promotional materials. CLIENT hereby consents to Company the use of photographs, videos, and other media captured during community events and programs for any lawful purpose, including but not limited to advertising, marketing, promotion, and social media content.

**19. Public Records.** Company understands and agrees that all documents of any kind provided to the District in connection with the Contract may be public records, and, accordingly, Company agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Company acknowledges that the designated public records custodian for the District is Andrew Karmeris ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Company 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 Company 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 Company'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 Company, the Company 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 COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922; AKARMERIS@SDSINC.ORG; OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

**20. Compliance with E-Verify Requirements.** The Company shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Company 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 and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Contract immediately for cause if there is a good faith belief that the Company has knowingly violated Section 448.091, Florida Statutes. By entering into the Contract, 4899-0379-1380.2

the Company represents that no public employer has terminated a contract with the Company under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of the Contract.

**21. Compliance with Section 20.055, Florida Statutes.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to such section, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**22. Anti-Human Trafficking Affidavit.** The Company acknowledges and agrees that it shall execute and return the form of the Anti-Human Trafficking Affidavit enclosed as an appendix to this Contract with the executed Contract.

**23. Notice.** Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of this Contract may be made by email and shall be deemed to have been effectively delivered or given and received as of the date and time that the email is sent, except for any notices, demands or communications relating to default, termination or dispute resolution, which must be personally delivered to the respective party to whom it is directed or sent by registered or certified mail, with postage and charges prepaid and addressed to the parties at the respective addresses set forth in the Contract, or to such other address as to which notice is given upon ten (10) days' prior notice, and for any notice of default, termination or dispute resolution, such notice to Company shall additionally be sent to Erik M. Hanson, Esq., Shutts & Bowen LLP, 1858 Ringling Boulevard, Suite 300, Sarasota, Florida 34236.

**24. Legal Fees.** In the event that either party resorts to legal action to enforce the terms and provisions of the Contract, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees, from the non-prevailing party.

**25. Cumulative Remedies.** Company's rights stated in the Contract are cumulative and not in limitation of any rights (i) granted in the Agreement or these Terms and Conditions, (ii) at law, or (iii) in equity.

**26. Interpretation.** Unless expressly provided otherwise, the terms "including", "include", and "includes" are not limiting, and whenever the word "including", "include", or "includes" is used in this Contract, it shall be deemed to be followed by the words "without limitation". The headings in this Contract are for convenience only and are not intended to be part of, or to affect the interpretation of, this Contract. Which party prepared this Contract shall have no effect on their construction, interpretation or enforcement.

**27. Assignment and Delegation.** The Contract will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither the Contract nor any of the rights, interests, or obligations under the Contract may be assigned without the other party's prior written

consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Contract to successor in interest by way of merger or acquisition and may delegate all or a portion of its obligations under this Contract to other individuals or entities acting as a subcontractor.

**28. Choice of Law.** This Contract and all related documents, and all matters arising out of or relating to this Contract, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Florida (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

**29. Entire Agreement.** This Contract constitutes the sole and entire agreement of the parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The parties have not relied on any statement, representation, warranty, or agreement of the other party or of any other person on such party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Contract, and waive any rights or claims arising from any statements, representations, warranties, or agreements that conflict with or are in addition to those expressly contained in this Contract.

**30. Amendment.** No amendment to this Contract is effective unless it is in writing and signed by each party to this Contract.

**31. Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of this Contract; (f) national or regional emergency; and (g) any other similar events or circumstances beyond the reasonable control of the Impacted Party. The Impacted Party shall give reasonable notice to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, either party may thereafter terminate this Contract upon ten (10) days' written notice.

**32. Severability.** The partial or complete invalidity of any provision of this Contract shall not affect the validity or the continuing force and effect of this Contract or its remaining provisions. If it is determined that any provision of this Contract violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Contract.

**33. Waiver of Jury Trial.** WITHOUT DEROGATION FROM ARBITRATION AS THE METHOD OF BINDING DISPUTE RESOLUTION, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS CONTRACT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**34. No Waiver.** No waiver under this Contract is effective unless it is in writing, identified as a waiver to this Contract, and signed by the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Contract: (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Contract; or (ii) any act, omission, or course of dealing between the parties.

**35. Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract.

Appendix

**ANTI-HUMAN TRAFFICKING AFFIDAVIT  
(SECTION 787.06, FLORIDA STATUTES)**

1. I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with \_\_\_\_\_ (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services as defined in section 787.06, *Florida Statutes*.
4. This declaration is made pursuant to section 92.525(1)(c), *Florida Statutes*. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

**RESOLUTION 2025-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 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, 2025, a proposed budget (the “**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (the “**Fiscal Year 2025/2026**”); 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 2025/2026 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:

<b>DATE:</b>	April 30, 2025
<b>HOUR:</b>	9:30 a.m.
<b>LOCATION:</b>	2400 SE Federal Highway, #203 Second Floor Conference Room 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 26<sup>th</sup> day of February, 2025.

**ATTEST:**

**NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2025/2026 Budget

**Exhibit A**

Fiscal Year 2025/2026 Budget

Newfield  
Community Development District

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

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

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

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

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