



**NEWFIELD
COMMUNITY DEVELOPMENT
DISTRICT**

MARTIN COUNTY

**REGULAR BOARD MEETING
OCTOBER 29, 2025
9:30 A.M.**

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

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

AGENDA
NEWFIELD
COMMUNITY DEVELOPMENT DISTRICT
1050 SW Prairie Avenue
Palm City, Florida 34990
Conference Call (800) 743-4099 Access #9363638
REGULAR BOARD MEETING
October 29, 2025
9:30 A.M.

A. Call to Order	
B. Proof of Publication.....	Page 1
C. Consider Appointment to Board Vacancy	
D. Administer Oath of Office and Review Board Member Duties and Responsibilities	
E. Establish Quorum	
F. Additions or Deletions to Agenda	
G. Comments from the Public	
H. Approval of Minutes	
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Publication Date
2025-10-17

Subcategory
Miscellaneous Notices

NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 MEETING SCHEDULE

The Board of Supervisors of the Newfield Community Development District will hold their regular meetings for Fiscal Year 2025/2026 at 1050 SW Prairie Avenue, Palm City, Florida 34990 at 9:30 a.m., as follows:

October 29, 2025
November 19, 2025
January 28, 2026
February 25, 2026
March 25, 2026
April 29, 2026
May 27, 2026
June 24, 2026
July 29, 2026
August 26, 2026
September 30, 2026

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

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

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

District Manager

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

www.newfieldcdd.org

PUBLISH: STUART NEWS 10/17/25

TCN11753042

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

A. CALL TO ORDER

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

B. PROOF OF PUBLICATION

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

C. CONSIDER BOARD MEMBER RESIGNATIONS AND APPOINTMENT TO BOARD VACANCIES

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

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

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

D. ESTABLISH QUORUM

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

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

E. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

F. COMMENTS FROM THE PUBLIC

There were no members from the public present.

G. APPROVAL OF MINUTES

1. April 30, 2025 Regular Board Meeting

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

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

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

H. PUBLIC HEARING

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

There were no members from the public present.

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

Resolution No. 2025-03 was presented entitled:

RESOLUTION NO. 2025-03

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

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

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

I. OLD BUSINESS

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

J. NEW BUSINESS

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

Resolution No. 2025-04 was presented, entitled:

RESOLUTION NO. 2025-04

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

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

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

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

3. Consideration of Financing Matters

a. Consider Approval of Supplemental Engineer's Report

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

b. Consider Approval of Supplemental Assessment Methodology Report

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

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

Resolution No. 2025-05 was presented, entitled:

RESOLUTION NO. 2025-05

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

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

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

K. ADMINISTRATIVE MATTERS

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

L. BOARD MEMBER COMMENTS

There were no further Board Member comments.

M. ADJOURNMENT

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

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION 2025-06

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 29th day of October, 2025.

ATTEST:

**NEWFIELD COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

BUDGET FUNDING AGREEMENT FY 2026

This Agreement ("**Agreement**") is made and entered into effective as of October 1, 2025 ("**Effective Date**"), by and between:

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, ("**District**"), and located in Martin County, Florida ("**County**") with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410, and

MATTAMY PALM BEACH LLC, a Delaware limited liability company and owner and developer of lands within the boundaries of the District, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 ("**Developer**," and together with the District, the "**Parties**") For purposes of this Agreement, the term "**Property**" shall refer to that certain property within the District owned by the Developer on the Effective Date of this Agreement.

RECITALS

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

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

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District adopted its general fund budget ("**Budget**") attached hereto as **Exhibit A** and incorporated herein by reference; and

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

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

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

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

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

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

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

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer's consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District's general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same.
2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments, including on the Property, in the event of a funding deficit.
3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:
 - a. The District shall have the right to file a continuing lien ("**Lien**") upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a "Notice of Lien" in the public records of the County.
 - b. The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.

- c. The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

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

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.
5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.
6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.
7. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance.
8. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

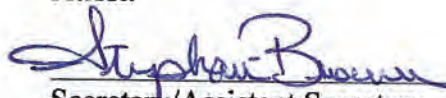
10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

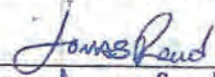
[SIGNATURES ON NEXT PAGE]

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

Attest:


Secretary/Assistant Secretary

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT


By: Jonas Rend
Its: Chair


Witness
JANICE M. BROOKS

MATTAMY PALM BEACH LLC

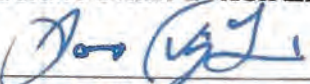
By: 
Name: JAMES FITZGERALD
Title: AUTHORIZED AGENT

EXHIBIT A: FY 2026 Budget

EXHIBIT A

Newfield
Community Development District

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

CONTENTS

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- II AMENDED FINAL DEBT SERVICE FUND BUDGET**

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

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
O&M Assessments	0	0	0
Developer Contribution	122,839	482,618	482,618
Square Restaurant Revenue	0	27,771	27,771
Debt Assessments	0	0	0
Interest Income	360	425	402
Total Revenues	\$ 123,199	\$ 510,814	\$ 510,791
EXPENDITURES			
Supervisor Fees	0	600	600
Payroll Taxes	0	46	46
Engineering/Inspections	15,000	58,000	47,212
Miscellaneous Maintenance (Landscaping, Etc.)	5,000	15,000	9,135
Management	39,324	39,324	39,324
Legal	30,000	45,000	26,788
Assessment Roll	6,000	0	0
Audit Fees	5,000	3,500	3,500
Arbitrage Rebate Fee	650	0	0
Insurance	7,250	15,089	15,089
Legal Advertisements	5,000	3,500	1,763
Miscellaneous	1,000	750	542
Postage	300	175	155
Office Supplies	1,500	1,200	1,062
Dues & Subscriptions	175	175	175
Trustee Fees	4,500	0	0
Continuing Disclosure Fee	1,000	0	0
Website Management	1,500	1,500	1,500
Restaurant Operations (OnVie)	0	260,000	245,273
Restaurant Cleaning Services	0	24,000	17,060
Fireworks Display	0	25,000	25,000
Holiday Lighting	0	28,468	14,234
Total Expenditures	\$ 123,199	\$ 521,327	\$ 448,458
REVENUES LESS EXPENDITURES	\$ -	\$ (10,513)	\$ 62,333
Bond Payments	0	0	0
BALANCE	\$ -	\$ (10,513)	\$ 62,333
County Appraiser & Tax Collector Fee	0	0	0
Discounts For Early Payments	0	0	0
EXCESS/ (SHORTFALL)	\$ -	\$ (10,513)	\$ 62,333
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (10,513)	\$ 62,333

Fund Balance As Of 9/30/2024
Projected FY 2024/2025 Activity
Fund Balance As Of 9/30/2025

\$23,482
(\$10,513)
\$12,969

AMENDED FINAL BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2025
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
Interest Income	0	22,200	22,155
Bond Proceeds	0	2,969,813	2,969,813
NAV Assessment Collection	0	0	0
Total Revenues	\$ -	\$ 2,992,013	\$ 2,991,968
EXPENDITURES			
Principal Payments	0	0	0
Interest Payments	0	0	0
Bond Redemption	0	0	0
Total Expenditures	\$ -	\$ -	\$ -
Excess/ (Shortfall)	\$ -	\$ 2,992,013	\$ 2,991,968

FUND BALANCE AS OF 9/30/24	\$0
FY 2024/2025 ACTIVITY	\$2,992,013
FUND BALANCE AS OF 9/30/25	\$2,992,013

Notes

Reserve Fund Balance = \$903,029*. Interest Account Balance = \$2,088,984*

Interest Fund Balance To Be Used To Make 11/1/2025 Interest Payment Of \$613,577.

Capitalized Interest Was Set-Up Through November 2026.

Capital Projects Bond Proceeds = \$22,750,187. Total Bond Proceeds = \$25,720,000.

FY 2024/2025 Cost Of Issuance = \$819,685.

FY 2024/2025 Original Issue Discount = \$7,697.

Fiscal Year 2024/2025 Capital Outlay = \$21,909,222*.

* Approximate Amounts

Series 2025 Bond Information

Original Par Amount =	\$25,270,000	Annual Principal Payments Due:
Interest Rate =	4.40% - 5.90%	May 1st
Issue Date =	May 2025	Annual Interest Payments Due:
Maturity Date =	May 2056	November 1st

Par Amount As Of 9/30/25 = \$25,270,000

RESOLUTION 2025-07

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 29th day of October, 2025.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Service Animal Policy

EXHIBIT A

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

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

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

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

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

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

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

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

RECITALS

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

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

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

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

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

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

SECTION 2. SCOPE OF SERVICES.

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

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

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

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

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

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

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

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

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

SECTION 4. INSURANCE.

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

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

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

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

SECTION 5. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

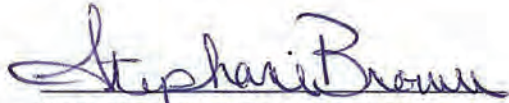
SECTION 29. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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

ATTEST:

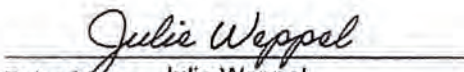
**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**


Secretary / Assistant Secretary


Chairperson, Board of Supervisors

WITNESS:

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


Print Name: Julie Weppel

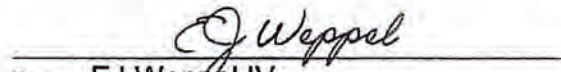

By: EJ Weppel IV
Its: Owner/President

Exhibit A: Scope of Services

Exhibit A
Scope of Services



PROFESSIONAL FIREWORKS DISPLAY

SERVICE CONTRACT

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

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

_____ Initials



VIA: Email akarmeris@sdsinc.org

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

Re: Newfield Phase 84th Ave
SFWMD Permit No. 43-109039-P

Dear Sirs:

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

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

Yours very truly,
Higgins Engineering and Surveying

A handwritten signature in blue ink, appearing to read 'Robert W. Higgins', is written over the typed name.

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

21-10.3
RWH/sp

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

**Newfield Community Development District
Work Authorization**

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

Work Authorization Type

- | | |
|---|---|
| ☐ Irrigation Withdrawal
☐ Plat
☒ Right-of-Way Use | ☒ Surface Water Management
☐ SWM/Plat Combined
☐ Maintenance Access |
|---|---|

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

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

Anticipated Construction Start Date: _____
Anticipated Construction Duration: _____

Applicant Information

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

Agent Information

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

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

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

_____ Signature	_____ Date
_____ Printed Name	_____ 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**

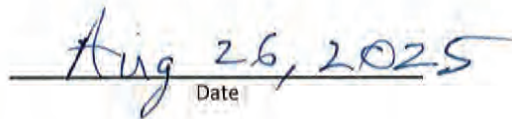
Additional Special Conditions:

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

Robert W. Higgins, P.E.
Printed Name


Date

District Engineer
Title

Board of Supervisors Approval

Board Meeting Date

RESOLUTION NO. 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Newfield Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 29th day of October, 2025.

ATTEST:

**NEWFIELD
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Newfield
Community Development District

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

CONTENTS

- I AMENDED FINAL OPERATING FUND BUDGET**
- II AMENDED FINAL DEBT SERVICE FUND BUDGET**

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

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
O&M Assessments	0	0	0
Developer Contribution	122,839	337,539	337,539
Square Restaurant Revenue	0	164,950	164,950
Debt Assessments	0	0	0
Interest Income	360	425	402
Total Revenues	\$ 123,199	\$ 502,914	\$ 502,891
EXPENDITURES			
Supervisor Fees	0	600	600
Payroll Taxes	0	46	46
Engineering/Inspections	15,000	58,000	47,212
Miscellaneous Maintenance (Landscaping, Etc.)	5,000	15,000	9,135
Management	39,324	39,324	39,324
Legal	30,000	45,000	26,788
Assessment Roll	6,000	0	0
Audit Fees	5,000	3,500	3,500
Arbitrage Rebate Fee	650	0	0
Insurance	7,250	15,089	15,089
Legal Advertisements	5,000	3,500	1,763
Miscellaneous	1,000	750	542
Postage	300	175	155
Office Supplies	1,500	1,200	1,062
Dues & Subscriptions	175	175	175
Trustee Fees	4,500	0	0
Continuing Disclosure Fee	1,000	0	0
Website Management	1,500	1,500	1,500
Restaurant Operations (OnVie)	0	260,000	245,273
Restaurant Cleaning Services	0	24,000	17,060
Fireworks Display	0	25,000	25,000
Holiday Lighting	0	28,468	14,234
Total Expenditures	\$ 123,199	\$ 521,327	\$ 448,458
REVENUES LESS EXPENDITURES	\$ -	\$ (18,413)	\$ 54,433
Bond Payments	0	0	0
BALANCE	\$ -	\$ (18,413)	\$ 54,433
County Appraiser & Tax Collector Fee	0	0	0
Discounts For Early Payments	0	0	0
EXCESS/ (SHORTFALL)	\$ -	\$ (18,413)	\$ 54,433
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (18,413)	\$ 54,433

Budget Assumes Full Payment Of Developer Contribution

Fund Balance As Of 9/30/2024
Projected FY 2024/2025 Activity
Fund Balance As Of 9/30/2025

\$23,482
(\$18,413)
\$5,069

AMENDED FINAL BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2025
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
Interest Income	0	22,200	22,155
Bond Proceeds	0	2,969,813	2,969,813
NAV Assessment Collection	0	0	0
Total Revenues	\$ -	\$ 2,992,013	\$ 2,991,968
EXPENDITURES			
Principal Payments	0	0	0
Interest Payments	0	0	0
Bond Redemption	0	0	0
Total Expenditures	\$ -	\$ -	\$ -
Excess/ (Shortfall)	\$ -	\$ 2,992,013	\$ 2,991,968

FUND BALANCE AS OF 9/30/24	\$0
FY 2024/2025 ACTIVITY	\$2,992,013
FUND BALANCE AS OF 9/30/25	\$2,992,013

Notes

Reserve Fund Balance = \$903,029*. Interest Account Balance = \$2,088,984*
Interest Fund Balance To Be Used To Make 11/1/2025 Interest Payment Of \$613,577.
Capitalized Interest Was Set-Up Through November 2026.
Capital Projects Bond Proceeds = \$22,750,187. Total Bond Proceeds = \$25,720,000.
FY 2024/2025 Cost Of Issuance = \$819,685.
FY 2024/2025 Original Issue Discount = \$7,697.
Fiscal Year 2024/2025 Capital Outlay = \$21,909,222*.

* Approximate Amounts

Series 2025 Bond Information

Original Par Amount =	\$25,270,000	Annual Principal Payments Due:
Interest Rate =	4.40% - 5.90%	May 1st
Issue Date =	May 2025	Annual Interest Payments Due:
Maturity Date =	May 2056	November 1st

Par Amount As Of 9/30/25 = \$25,270,000

RESOLUTION NO. 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Newfield Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida, and creating Section 189.0694, Florida Statutes; and

WHEREAS, the District adopted Resolution 2024-07 on August 28, 2024, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1st of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

WHEREAS, the District Manager has the annual report of the District’s goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the “Annual Report”) and presented the Annual Report to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached annual report of the goals, objectives and performance measures and standards.

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

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

SECTION 2. The District Board of Supervisors hereby adopts the Annual Report regarding the District’s success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

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

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

PASSED AND ADOPTED this 29th day of October, 2025.

ATTEST:

**NEWFIELD COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Annual Report of Performance Measures/Standards

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (**YES**)
- Meeting minutes and post-meeting action completed (**YES**)
- District records retained as required by law (**YES**)

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (**YES**)
- District amended budget at end of fiscal year (**YES**)
- District accounts receivable/payable processed for the year (**YES**)
- “No findings” for annual financial audit (**NO**)
 - o If “yes” explain

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (**YES**)
- Contracted Services in force for all District operations (**YES**)
- Permits in compliance (**YES**)



**OTORide - Newfield Community
Development District
(Newfield E-Bike Program)
SAAS Agreement**



OTORide SAAS Agreement

Cost Summary (USD)

App Set-Up Fee: \$4,000

A total fee of **\$4,000** is due for the setup of the Rider App, Admin Control Panel, and Operator App, which will be customised to the specific branding requirements. This fee will be paid once.

Monthly Fee:

Monthly Subscription Fees (minimums): \$400

Regardless of the operational state of the vehicle, the customer has to pay a monthly, non-refundable fee for each vehicle that appears in the vehicle section on the Customer's dashboard.

Scale Plan
\$10/Vehicle/Month

Service Period: 3 years.

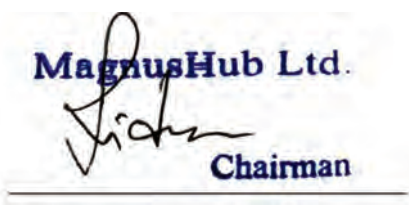
Delivery Date (approx.): 2 weeks.

SAAS SERVICES AGREEMENT

This SaaS Services Agreement was entered into on 31 August 2025 between **OTORide** - A Product of Magnushub Ltd and **Newfield Community Development District**, known commercially as **Newfield E-Bike Program**, located at 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426, USA. This Agreement includes and incorporates the above SaaS Services Order Form, as well as the attached **Terms and Conditions** (which contain, among other things, warranty disclaimers, liability limitations, and use limitations).

Index -1: Explanation of Project

Index - 2: Support Policies.

Signature	 MagnusHub Ltd. Chairman	
Contact Person	Reduanul Islam Bhuiyan	Jonas Read
Designation	Co-Founder & CEO	Chairman

There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Index 1: Explanation of Project

The table below is a non-exhaustive list of certain key activities required for the Services to be delivered as part of this Agreement, and the associated party's responsibility to perform each activity. Any responsibility assigned to the Customer can be treated as a dependency for the Company to complete timely delivery of service or execute service delivery to the Service Levels specified in this Agreement.

Category or Activity	OTORide's Duty	Client's Duty
Implementation Services		
Customer Onboarding		
Send introductory kick-off email to Customer	✓	
Provide Customer with a single point of contact to walk Company through Customer Onboarding process, details, and requirements	✓	
Provide unique, proprietary application name		✓
Provide unique, proprietary application logo source file		✓
Provide color scheme details		✓
Provide high-resolution images of onboarding screens detailing instructions on how the system is to be used, including short descriptions	✓	
Provide a short (80 characters) and full (4,000) character description of the application to be displayed in the App Store and Play Store		✓
Host Company's Privacy Policy URL and Terms & Conditions URL on Customer's website		✓
Build and host frequently asked questions (FAQ) on Customer's website		✓

Host the customer support URL, and provide a support email account and password for support tickets		✓
Provide a list of keywords, used to search the App Store or Play Store for the Customer's application		✓
Set up and provide the Company with access to Play Store and App Store Customer accounts	✓	
Purchase vehicles and provide all relevant details in a spreadsheet		✓
Purchase all hardware required for a fully operational system (e.g., IoT device, SIM cards)		✓
(If chosen vehicles have not been integrated in the OTORIDE platform) Send two vehicles and associated devices for integration to the Company, at the Customer's cost		✓
Provide the Company with the Customer's credit card information to be billed upon going live and commencement of Support Services		✓
Monitor completion of all Customer Onboarding activities	✓	

Mobile Application Development	OTORide's Duty	Client's Duty
Provide mobile application for both iOS and Android devices, with all features outlined in the Statement of Work below	✓	
Integrate the Customer's logo, onboarding images and colour scheme into the application	✓	
Provide an SMS One Time Password registration system	✓	

Web Dashboard Management	OTORide's Duty	Client's Duty
Provide admin and manager user roles to the Web Management Dashboard, with all features outlined in the Statement of Work below	✓	
Build user information management capabilities	✓	
Provide vehicle information management	✓	

Launching and Go-Live	OTORide's Duty	Client's Duty
Thoroughly test the application prior to releasing it to the app store	✓	✓
Compile a list of "bugs" in writing and provide it to Company	✓	✓
Add vehicles to the dashboard		✓
Release mobile application to App Store and Play Store	✓	
Request the Company publish the application to the public App Store and Play Store	✓	

Support Services		
Ongoing Services and Maintenance	OTORide's Duty	Client's Duty
Make available resources and all applicable hardware for testing and debugging	✓	
Provide all public updates to the software	✓	
Adding additional vehicles to the dashboard		✓
Provide occasional software version upgrades and bug fixes	✓	
Test all changes to the application before having it uploaded to the app store	✓	
Manage App Store and Google Play Store app listings	✓	
Pay Google Maps Cost	✓	
Pay for all SMS One Time Password fees		✓
Pay for Payment Gateway(Stripe) for App Monthly Charge		✓
Third party tool monthly Cost		✓

Index 2: SUPPORT TERMS

This policy outlines OTORIDE's support practices and resources. It also identifies your support obligations to your customers.

Technical Support

OTORIDE support DOES include:

- Answering questions about OTORIDE services and features
- Advice regarding best practices for fleet management (as available)
- Troubleshooting OTORIDE services and products
- Limited support of third-party applications, services and frameworks

OTORIDE support DOESN'T include:

- Fleet operations and deployment
- Specific users' rides
- Troubleshooting hardware
- Performing manual system administration tasks

Support Business Hours

OTORide business hours are from 6 AM - 8 PM German Time, excluding local holidays. The OTORide Support team will be available 24/7 on WhatsApp.

OTORide will determine the severity level of each reported incident. OTORide strives to respond to and resolve incidents as quickly as possible. Expected response times are detailed in the following chart. First-response time refers to OTORide personnel receiving and acknowledging your incident and beginning mobilization and development of a resolution. In order to resolve issues, Client resources must be made available and reasonable cooperation must be provided as required.

Severity	First Response Time	Description
General Guidance	1 business day	The customer has a general development question or wants to request a feature.
System impaired	1 business day	Non-critical functions of the Customer's application are behaving abnormally. This does not extend to any hardware or network-related issues.
Production system impaired	4 hours	Important functions of the Customer's application are impaired or degraded. This does not extend to any hardware or network-related issues.
Production system down	1-3 hour	The customer's business is significantly impacted. Important functions of the Customer's application are not available. This does not extend to any hardware or network-related issues.

Depreciation

We will announce if we intend to discontinue or make backwards incompatible changes to any Service. We will always try to give you as much time as possible to make any necessary modifications to your applications or processes. This policy does not apply to versions, features, and functionality that we label as “beta” or “experimental.”

Documentation

We may provide documentation for the Services and their use. Our documentation may specify restrictions on how Applications may be built or configured, or how Services must be configured. You agree to comply with any such restrictions as specified.

End User Support

You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User for the provision of such services.

Monitoring

OTORIDE’s systems are continuously monitored by automated systems and health checks. In the event of any issue that adversely affects the performance, security, reliability, or integrity of the Services, we will receive notification and respond immediately.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, the Company will use commercially reasonable efforts to provide Customer Services. As part of the registration process, the Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

1.3 License to Use Software Subject to the terms of this Agreement, OTORide grants the Customer a limited, non-exclusive, non-transferable license to access and use the OTORide platform and associated services for the duration of this Agreement. This license is solely for the purpose of operating the Customer's vehicle-sharing business as outlined in this Agreement.

1.4 Ownership and Proprietary Rights: The Customer acknowledges that all rights, title, and interest in and to the OTORide platform, including any software, technology, and intellectual property, remain with OTORide. The Customer does not acquire any ownership rights to any part of the software, platform, or underlying technology by entering into this Agreement. The Customer's rights are limited to the use of the software as provided by this Agreement, and all such rights shall terminate upon the termination of this Agreement.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software; use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be in violation of the foregoing.

2.3 Customers shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after ten(10) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. PAYMENT OF FEES

4.1 The Client agrees to pay the Company the applicable fees specified in the Order Form for the Implementation Services and Support Services, along with any associated sales taxes or any transaction fees, following the terms stated therein.

In the event that the number of vehicles displayed on the Client's dashboard exceeds the number of vehicles billed in the prior billing period, the Client agrees to pay for the additional vehicles in the next billing cycle.

The Company reserves the right to modify the Fees, introduce new charges, or adjust applicable charges at the end of the Initial Service Term or any subsequent renewal term. The Company will provide the Client with at least forty-five (45) days' prior notice of any changes, which will be delivered in writing. An email notification will constitute sufficient written notice.

Should the Client believe they have been billed incorrectly, they must contact the Company no later than thirty (30) days following the closing date of the first billing statement in which the error or discrepancy appears to request an adjustment or credit. All such inquiries must be directed to the Company's Finance Department for review and resolution.

4.2 The Company will bill Clients by invoice, in which case, full payment for invoices will be charged on file upon invoice issuance. In the event that Client's payment can not be processed immediately upon invoice issuance, Client must provide alternate payment details and payment must be received by Company twenty-one (21) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 5 % per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Nonpayment will be deemed to have occurred if the invoice is not paid within the aforementioned ten(10) days, at which point in time the Company may choose to withhold delivery of Services until payment is received in full plus additional reactivation penalty fees at the discretion of the Company, not precluding Company to exercise termination rights set forth in Section 5.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term, unless either party requests termination at least forty five(45) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon forty five(45) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

5.3 Should the Customer wish to terminate this Agreement prior to the end of the Term, the Customer will pay in full for the Services up to and including the last month on which the Services are provided, as well as a termination penalty equivalent to 50% of the remaining Agreement value (irrespective of whether Support Services Fees have started). Company will remotely disable the Customer's software environment and disconnect their vehicles.

5.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

5.5 If the contract is terminated due to government legislation prohibiting the use of the units in the jurisdiction within which the business operates, the party affected by such legislation shall have the right to terminate the contract. In such a scenario, the party affected by the legislation shall only be obligated to pay for the services provided under this contract up until the end of the current operating season, which shall be defined as the last day of October in the year in which the ban occurs. Any payments made beyond that date shall be reimbursed to the affected party within 60 days of the contract termination.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, the Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

7.1 Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any world-wide patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at

its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

9. DISPUTE RESOLUTION

9.1 If any dispute or controversy occurs between the Company and Customer relating to the interpretation or implementation of any of the provisions of this Agreement, the Customer and Company agree to a negotiation period of hundred(100) days before pursuing any other proceedings. All terms of service, agreements, and fees detailed within this contract will be applicable during this time.

Subject to the negotiation provisions set out above and if no resolution has been obtained, the dispute will be resolved by arbitration. Customer or Company may serve notice of its desire to refer a dispute to arbitration. The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including each party's reasonable attorneys' fees and costs), shall be borne by the unsuccessful party or, at the discretion of the arbitrator(s), may be prorated between the parties in such proportion as the arbitrator(s) determine(s) to be equitable and shall be awarded as part of the arbitrators' award.

Thank You



**NEWFIELD
COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Newfield Community Development District
Martin County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the major fund of Newfield Community Development District, Martin County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 30, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

B. & Associates

April 30, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the Newfield Community Development District, Martin County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$23,482.
- The change in the District's total net position in comparison with the prior fiscal year was (\$7,183), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balance of \$23,482, a decrease of (\$7,183) in comparison with the prior fiscal year. The fund balance is unassigned and available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains one individual governmental fund. Information is presented separately in the general fund balance sheet and statement of revenues, expenditures, and changes in fund balances for the general fund. The general fund is considered to be a major fund.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,			
	2024		2023
Current and other assets	\$ 35,106	\$	45,757
Total assets	35,106		45,757
Current and other liabilities	11,624		15,092
Total liabilities	11,624		15,092
Net position			
Unrestricted	23,482		30,665
Total net position	\$ 23,482	\$	30,665

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position increased during the most recent fiscal year.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,			
	2024	2023	
Revenues:			
Program revenues			
Operating grants and contributions	\$ 80,406	\$ 114,211	
General revenues			
Interest revenue	1,035	512	
Total revenues	81,441	114,723	
Expenses:			
General government	88,624	88,299	
Total expenses	88,624	88,299	
Change in net position	(7,183)	26,424	
Net position - beginning	30,665	4,241	
Net position - ending	\$ 23,482	\$ 30,665	

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was \$88,624. The costs of the District's activities were primarily funded by Developer contributions.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2024 was amended to decrease revenues by (\$39,278) and decrease appropriations by (\$17,246). Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

It is anticipated that the general operations of the District will increase in the subsequent fiscal year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Newfield Community Development District's management services at Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

	<u>Governmental Activities</u>
ASSETS	
Cash	<u>\$ 35,106</u>
Total assets	<u>35,106</u>
 LIABILITIES	
Accounts payable	<u>11,624</u>
Total liabilities	<u>11,624</u>
 NET POSITION	
Unrestricted	<u>23,482</u>
Total net position	<u><u>\$ 23,482</u></u>

See notes to the financial statements

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues Operating Grants and Contributions</u>	<u>Net (Expense) Revenue and Changes in Net Position</u>
			<u>Governmental Activities</u>
Primary government:			
Governmental activities:			
General government	\$ 88,624	\$ 80,406	\$ (8,218)
Total governmental activities	88,624	80,406	(8,218)
General revenues:			
Interest revenue			1,035
Total general revenues			1,035
Change in net position			(7,183)
Net position - beginning			30,665
Net position - ending			<u>\$ 23,482</u>

See notes to the financial statements

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUND
SEPTEMBER 30, 2024**

	Major Fund General	Total Governmental Fund
ASSETS		
Cash	\$ 35,106	\$ 35,106
Total assets	<u>\$ 35,106</u>	<u>\$ 35,106</u>
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	\$ 11,624	\$ 11,624
Total liabilities	<u>11,624</u>	<u>11,624</u>
Fund balance:		
Unassigned	<u>23,482</u>	<u>23,482</u>
Total fund balance	<u>23,482</u>	<u>23,482</u>
Total liabilities and fund balance	<u>\$ 35,106</u>	<u>\$ 35,106</u>

See notes to the financial statements

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	<u>Major Fund</u> General	<u>Total Governmental Funds</u>
REVENUES		
Developer contributions	\$ 80,406	\$ 80,406
Interest revenue	1,035	1,035
Total revenues	<u>81,441</u>	<u>81,441</u>
EXPENDITURES		
Current:		
General government	<u>88,624</u>	<u>88,624</u>
Total expenditures	<u>88,624</u>	<u>88,624</u>
Excess (deficiency) of revenues over (under) expenditures	(7,183)	(7,183)
Fund balance - beginning	<u>30,665</u>	<u>30,665</u>
Fund balance - ending	<u><u>\$ 23,482</u></u>	<u><u>\$ 23,482</u></u>

See notes to the financial statements

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Newfield Community Development District (the "District") was created on December 15, 2020 pursuant to Ordinance No. 1150 enacted by the County Commission of the Martin County, Florida, under the "Uniform Community Development District Act of 1980", otherwise known as Chapter 190, Florida Statutes.

The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2024, all of the Board members are affiliated with Mattamy Palm Beach, LLC ("Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment (Operating-type special assessments for maintenance and debt service are treated as charges for services.) and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental fund:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments (Continued)

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., canals, culverts and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 5 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 6 - DEVELOPER TRANSACTIONS AND CONCENTRATIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$80,406 for the fiscal year ended September 30, 2024.

The District's activity is dependent upon the continued involvement of the Developer Landowner, the loss of which could have a material adverse effect on the District's operations

NOTE 7 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Amounts	
REVENUES				
Developer contributions	\$ 120,609	\$ 80,406	\$ 80,406	\$ -
Interest revenue	-	925	1,035	110
Total revenues	120,609	81,331	81,441	110
EXPENDITURES				
Current:				
General government	120,609	103,363	88,624	14,739
Total expenditures	120,609	103,363	88,624	14,739
Excess (deficiency) of revenues over (under) expenditures	-	(22,032)	(7,183)	14,849
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	(7,183)	<u>\$ (7,183)</u>
Fund balance - beginning			<u>30,665</u>	
Fund balance - ending			<u>\$ 23,482</u>	

See notes to required supplementary information

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2024 was amended to decrease revenues by (\$39,278) and decrease appropriations by (\$17,246). Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
MARTIN COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	1
Employee compensation	Not applicable
Independent contractor compensation	\$11,781
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Not applicable
Special assessments collected	Not applicable
Outstanding Bonds:	Not applicable



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Newfield Community Development District
Martin County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of the Newfield Community Development District, Martin County, Florida as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated April 30, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Deane & Associates

April 30, 2025



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Newfield Community Development District
Martin County, Florida

We have examined Newfield Community Development District, Martin County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Newfield Community Development District, Martin County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

April 30, 2025



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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Newfield Community Development District
Martin County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Newfield Community Development District, Miami-Dade County, Florida ("District") as of and for fiscal year ended September 30, 2024, and have issued our report thereon dated April 30, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 30, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Newfield Community Development District, Martin County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Newfield Community Development District, Martin County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements and the courtesies extended to us.

Grau & Associates

April 30, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2024. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 17.