

# AH AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

## **MIAMI-DADE COUNTY**

REGULAR BOARD MEETING MARCH 27, 2018 10:30 A.M.

> Special District Services, Inc. 8785 SW 165<sup>th</sup> Avenue, Suite 200 Miami, FL 33193

#### www.ahturnpikesouthcdd.org

786.347.2711 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

# AGENDA A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

Crexent Business Center Third Floor Conference Room 6625 Miami Lakes Drive Miami Lakes, Florida 33014

#### **REGULAR BOARD MEETING**

March 27, 2018 10:30 A.M.

A. Call to Order
B. Proof of PublicationPage 1
C. Establish Quorum
D. Additions or Deletions to Agenda
E. Comments from the Public for Items Not on the Agenda
F. Approval of Minutes
1. January 23, 2018 Regular Board Meeting Minutes
G. Old Business
H. New Business
1. Accept and Receive the AH at Turnpike South 2 <sup>nd</sup> Addition, ID #22801, Recorded Amended Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and D.R. Horton, Inc
<ol> <li>Discussion Regarding the Special Conditions to Services Section of the Amended Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and D.R. Horton, Inc. Engineers Summary and Recommendations</li> </ol>
3. Consider Acceptance of AH at Turnpike South, Phase 2 District Construction Contract Documents and Authorization to Advertise for Competitive Bid Process
4. Reminder – Statement of Financial Interests Reporting - 2017 Form 1
I. Administrative Business
J. Board Member/Staff Comments
K. Adjourn

#### MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and Legal Holidays Miami. Miami-Dade County. Florida

### STATE OF FLORIDA COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT - FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

in the XXXX Court, was published in said newspaper in the issues of

10/10/2017

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 10 day of OCPOBER, A.D. 2017

(SEAL)

MARIA MESA personally known to me



#### A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the A.H. at Tumpike South Community Development District will hold Regular Meetings in the Third Floor Conference Room of the Crescent Business Center located at 6625 Memi Lakes Drive, 3rd Floor, Memi Lakes, Florida 33014, at 10:30 a.m. on the following dates.

> October 24, 2017 January 23, 2018 March 27, 2018 April 24, 2018 May 22, 2018 June 26, 2018 August 28, 2018 September 25, 2018

The purpose of these meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (786) 347-2711 Est. 2011 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone, therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbalim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (788, 347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

www.ahturnpikesouthcod.org

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#### A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING JANUARY 23, 2018

#### A. CALL TO ORDER

Mrs. Perez called the January 23, 2018, Regular Board Meeting of the A.H. at Turnpike South Community Development District to order at 10:45 a.m. in the third Floor Conference Room of the Crexent Business Center located at 6625 Miami Lakes Drive, Miami Lakes, Florida 33014.

#### B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 10, 2017, as legally required.

#### C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairman Karl Albertson and Supervisors Logan Bell and Michael Caputo and it was in order to proceed with the meeting.

Staff in attendance were: District Manager Gloria Perez of Special District Services, Inc.; and General Counsel Vanessa Steinerts of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

#### D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

#### E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

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

#### F. APPROVAL OF MINUTES

#### 1. October 24, 2017, Regular Board Meeting

Mrs. Perez presented the minutes of the October 24, 2017, Regular Board Meeting and asked if there were any changes/corrections.

There being no changes/corrections, a **MOTION** was made Supervisor Caputo, seconded by Chairman Albertson and unanimously passed to approve the minutes of the October 24, 2017, Regular Board Meeting, as presented.

#### G. OLD BUSINESS

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

#### H. NEW BUSINESS

1. Consider Resolution No. 2018-01 – Electronic Approval Process and Authorized Signatories

Mrs. Perez presented Resolution No. 2018-01, entitled:

#### **RESOLUTION NO. 2018-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AH AT **TURNPIKE** SOUTH **COMMUNITY DEVELOPMENT** DISTRICT, **AUTHORIZING** THE **ESTABLISHMENT OF DISTRICT** CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE **PAYMENT EXPENDITURES, SELECTING** THE SIGNATORIES **OF** THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Perez read the title of the resolution into the record and provided an explanation for the document. She further stated that this action was necessary to include Karl Albertson and to designate authorized staff and/or District officials to approve expenditures, via electronic or non-electronic approval processes, from the checking/operating account. A discussion ensued after which;

A **MOTION** was made by Supervisor Bell, seconded by Chairman Albertson and unanimously passed to approve and adopt Resolution No. 2018-01, as presented, designating Todd Wodraska, Jason Pierman, Patricia LasCasas, Lennart Lindahl, Gloria Perez and Karl Albertson as authorized signatories on the established operating account and authorizing the electronic approval process.

#### 2. Consider Approval of Audit Renewal Option

Mrs. Perez reminded the Board that they had selected at the October 1, 2014, Board meeting the firm of Carr, Riggs & Ingram to perform the September 30, 2014, the September 30, 2015, the September 30, 2016, year-end audits with an option to perform the September 30, 2017, and the September 30, 2018, audits.

The fee for the September 30, 2014, audit was \$3,000; the fee for the September 30, 2015, audit was \$3,000; and the fee for the September 30, 2016, audit was \$4,500. The original proposal from Carr, Riggs & Ingram was based on no bonds having been issued for the District. The terms of the proposal were that Carr, Riggs & Ingram could increase their fees if bonds were issued by as much as \$3,000. For the 2016, due to two bonds having been issued, the fees were increased by \$1,500. The proposed fees for the fiscal years September 30, 2017, and the September 30, 2018, audits are \$4,500 each.

Carr, Riggs & Ingram has been the District auditor for the past three years and management is pleased with the professionalism and competence of the their partners and staff; therefore management recommends that the Board approve the renewal option for the fiscal year ended September 30, 2017, and September 30, 2018, audits with Carr, Riggs & Ingram.

After which a discussion ensued;

A **MOTION** was made by Supervisor Caputo, seconded by Chairman Albertson and unanimously passed approving the 2-year audit renewal option with Carr, Riggs & Ingram for the fiscal years ending September 30, 2017, and September 30, 2018; and also approves the proposed fees for the September 30, 2017, audit in the amount of \$4,500, which is the budgeted amount for fiscal year 2017/2018 and the proposed fee for the September 30, 2018, audit which is also \$4,500.

#### I. ADMINISTRATIVE MATTERS

1. Financial Report

Mrs. Perez presented the Financial Reports through December 2017, and the Assessment Collections, which were provided in the meeting booklet. She indicated that the available funds as of December 31, 2017, were \$73,041.51.

#### J. BOARD MEMBER/STAFF COMMENTS

The next meeting scheduled for March 27, 2018, will be cancelled. The Board will meet again on April 24, 2018, at which time the Proposed Budget will be presented.

#### K. ADJOURNMENT

There	being	g no	fur	rther	busine	ss to co	me	before the	Board,	the Regula	ar B	oard Meetin	ng was adjo	ourne	d at
10:55	a.m.	on	a	MO	TION	made	by	Supervisor	Bell,	seconded	by	Chairman	Albertson	and	the
MOT	ION	carri	ied	unar	nimous	ly.	•	-			•				

ATTESTED BY:	
Secretary/Assistant Secretary	Chairperson/Vice-Chair

#### ADDENDUM NUMBER ONE

TO

**AGREEMENT** 

FOR

**WATER AND SANITARY SEWER FACILITIES** 

BETWEEN

**MIAMI-DADE COUNTY** 

AND

D.R. HORTON, INC.

This instrument prepared by:

Douglas Pile, Esq.
New Business Section
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

#61.00

THIS ADDENDUM, made and entered into this 2 day of 4 day of 2018, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter designated as the "COUNTY", and, D.R. HORTON, INC. a Delaware corporation, hereinafter designated as the "DEVELOPER"; whose mailing address is: 301 Commerce Street, Suite 500, Fort Worth, Texas 76102.

#### WITNESSETH

WHEREAS, the COUNTY and Adrian Developers of dele Fuente Parcel, LLC, a Florida limited liability company, entered into an Agreement for Water and Sanitary Sewer Facilities for "AH at Turnpike Second Addition", ID# 22108" dated May 1, 2015, recorded in Official Records Book 29608 at Page 890 of the Public Records of Miami-Dade County, Florida, hereinafter referred to as "The Agreement", and

WHEREAS, the Agreement was assigned to D.R. Horton, Inc., a Delaware corporation, (hereinafter the "Developer") by an Assignment dated August 11, 2017, and recorded in Official Records Book 30656, at Page 4802, of the Public Records of Miami-Dade County, Florida, ("the Assignment").

WHEREAS, the DEVELOPER desires to make certain modifications to The Agreement, and

WHEREAS, the DEVELOPER desires to adjust sewer service requirements to connect to the existing Pump Station 1018 basin in lieu of constructing a new public pump station; and

WHEREAS, the COUNTY conducted a hydraulic modeling flow analysis of PS 1018 to evaluate flow contribution that will be added by allowing the DEVELOPER to connect to PS 1018 basin as well as the total anticipated flow of future community developments within the PS 1018 basin; and

WHEREAS, based on the flow analysis, the COUNTY determined that PS 1018 needs an upgrade in capacity to handle the DEVELOPER's flow contribution; and

WHEREAS, the DEVELOPER is willing to pay a contribution for the future upgrade of PS 1018, which amount represents twelve percent (12%) of the flow contribution to the total anticipated flow within the PS 1018 basin, and

WHEREAS, the COUNTY is willing to enter into this Addendum One provided that the DEVELOPER abides by any policies or standards of the COUNTY which have been revised since the date of The Agreement, and

WHEREAS, the DEVELOPER is willing to abide by such policies or standards as specified in this Addendum One;

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed, and in consideration of the benefits to accrue to each of the parties hereto, it is covenanted and agreed to as follows:

Paragraph 6 of The Agreement is hereby replaced with the following:

<u>POINTS OF CONNECTION.</u> The **DEPARTMENT** shall provide points of connection to the **DEVELOPER** based on the project as specified in the Agreement. The **DEVELOPER** shall provide plans for the **DEPARTMENT'S** review based on the points of connection. Points of connection shall not be changed without prior approval by the **DEPARTMENT**.

- 2. Paragraph 18 of The Agreement is hereby deleted.
- 3. Paragraph 22 of The Agreement is hereby deleted.
- 4. Paragraph 25 of The Agreement is hereby replaced with the following:

WARRANTY AND MAINTENANCE BOND. The DEVELOPER warrants that the water and sewer facilities to be owned by the COUNTY shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the COUNTY. Simultaneously with the conveyance of the water and/or sewer facilities, the DEVELOPER shall deliver to the COUNTY an executed maintenance bond or alternate security deposit acceptable to the DEPARTMENT, which guarantees the warranty. If it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the COUNTY of those repairs and/or replacement. The bond shall be in the amount equal to the sum of those portions of the actual cost of construction of said facilities as follows:

Types of Facilities	Percentage	of Actu	ıal Cor	struction	Cost
Water mains and			25		
Sewer force mains					
Gravity sewers			50		

The bonds shall have as the surety thereon only such surety company as is acceptable to the COUNTY and which is authorized to write bonds of such character and amount under the laws of the State of Florida. A surety company must have a **Best's Key Rating Guide** 

General Policyholder's Rating of "A" or better and a Financial Category of Class "V" or better or be acceptable to the COUNTY. The attorney-in-fact or other officer who signs a bond must file with such bonds a certified copy of his power-of-attorney authorizing him to do so. The Maintenance Bond may be written with the DEVELOPER'S contractor as "Principal" and the DEVELOPER and the COUNTY as "Co-obligees" or the COUNTY as sole "Obligee". In the alternative, the DEVELOPER may be named as "Principal" and the COUNTY as "Obligee". The Maintenance Bond shall remain in force for one (1) year following the date of final acceptance by the COUNTY of the work done pursuant to this Agreement to protect the COUNTY against losses resulting from any and all defects in materials or improper performance of work. If there is no building construction underway within the DEVELOPER'S property at the time of conveyance, the COUNTY shall have the right to require that the term of the Maintenance Bond be extended for a period not to exceed an additional two (2) years. Upon demand by the COUNTY, the DEVELOPER shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the COUNTY shall make such repairs and/or replacements of defective work and/or materials and the DEVELOPER and/or its Surety shall be liable to the COUNTY for all costs arising therefrom. The DEVELOPER also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment.

5. Paragraph 40 of The Agreement is hereby added, as follows:

SPECIAL CONDITION TO SERVICE. The DEVELOPER shall pay to the DEPARTMENT one hundred eighty-six thousand four hundred thirty-nine dollars and fifty-eight cents (\$186,439.58) towards upgrading PS 1018, which represents the prorated amount for the twelve percent (12%) flow contribution of this project to the total anticipated flow within the basin as determined by the hydraulic modeling flow analysis of PS 1018. The DEPARTMENT'S total cost for upgrading PS 1018, is one million five hundred thirty-seven thousand eight hundred seventy-seven dollars (\$1,537,877.00). The DEVELOPER shall pay to the DEPARTMENT one hundred eighty-six thousand four hundred thirty-nine dollars and fifty-eight cents (\$186,439.58) towards upgrading PS 1018 at the time of final plans approval release. The DEPARTMENT shall not, under any circumstances, issuance Verifications Form(s) or render water and/or sewer service to the DEVELOPER'S property until such time as the fees and/or charges specified herein have been paid in full.

All terms and conditions of **The Agreement** not specifically modified by this **Addendum One** shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials as of the day and year above written.

WITNESSETH:	MIAMI-DADE COUNTY
<u>Giudina Aikuse</u> signature	Ву:
	Nora Palou,
Capolisa Rivina	New Business Contracting Officer
print name	For: Lester Sola, Director
- Ars	Miami-Dade Water and Sewer Department
signature	
Jack Hilarioc	<u>}</u>
STATE OF FLORIDA COUNTY OF MIAMI-DADE	
/ The foregoing instrument was acl	knowledged before me thisa day of
· / /	ra Palou, New Business Contracting Officer, for
1	e Water and Sewer Department, who is personally
known to me and did not take an oath.	
Milowi to me and and not take an oath.	A.A.A.A.A.A.A.A.A.A.
	DENIUS CHURG Notary Public - State of Horida My Comm. Experts Aug 12, 2016 Commission # FF 113828
Notary Publis	

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials as of the day and year above written.

WITNESSETH:	MIAMI-DADE COUNTY
Couolina Geleiro signature	By:
0 0-	Nora Palou,
CAROLINA PAIBEIRO	New Business Contracting Officer For: Lester Sola, Director
print name	Miami-Dade Water and Sewer
John	Department
signature	
Jose Hilarion print name	
STATE OF FLORIDA COUNTY OF MIAMI-DADE	
The foregoing instrument was a	-
	ora Palou, New Business Contracting Officer, for
Lester Sola, Director, of the Miami-Da	de Water and Sewer Department, who is personally
known to me and did not take an oath.	
	DENISE CHUNG Notary Public - State of Florida My Comm. Expires Aug 12, 2018 Commission # FF 113828
Notary Public	

ATTEST:	D.R. HORTON, INC., A DELAWARE CORPORATION
By:  Karl Albertson, Assistan  print name	Rafael J. Roca, President print name
STATE OF Florida COUNTY OF BYOWAY	
and Karl Albertson, as Secorporation, on behalf of the corporation.	wledged before me this 17th day of Fee J. Roca, as President, as President, as President, as President, as They are personally known to me or have as identification and did/did not take an oath.
Hanes & Buena Notary Public	FF202/34 Serial Number
Approved for Legal Sufficiency:	FRANCES J. GUERRA  Notary Public - State of Florida  Commission # FF 222134  My Comm. Expires Jul 23, 2019  Bonded through National Natary Assa.
Sande Example Downs 21118 Assistant County Attorney	

ATTEST:	D.R. HORTON, INC., A DELAWARE CORPORATION
By: (SEAL)    Carl Albertson Assistant print name	By:
STATE OF Florida COUNTY OF BOWARD	
The foregoing instrument was acknown and Karl Alberton, as \$60.	wledged before me this 17 hand day of a factory, of D.R. HORTON, INC., a Delaware
corporation, on behalf of the corporation.	
produced	as identification and did/did not take an oath
Trancos Quere-	FF 222134
Notary Public	Serial Number
Frances J. Guerra print name	FRANCES J. GUERRA  Notary Public - State of Florida Commission # FF 222134  My Comm. Expires Jul 23, 2019 Bonded through National Notary Assn.
Approved for Legal Sufficiency:	*** Transport Sect Sect State 1997 525 2752 1995 520 520 520 520 520 520 520 520 520 52
Sanac Egypto Danto 21118	

#### JOINDER AND CONSENT

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT, as a local unit of special purpose government organized under and pursuant to Ch. 190, Fla. Stat., hereby joins and consents to this Addendum One to ID# 22108 for "AH at Turnpike Second Addition" and to any conveyance requirements that are imposed through the Agreement and Addendum One by D.R. HORTON, INC., the Owner of the Property legally described in Exhibit A of the Agreement.

WITNESSETH:	A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT
	DISTRICT, a local unit of special
***	purpose government organized under
	and pursuant to Ch. 190, Fla. Stat.
7.11 00 16	By )
part , ly	
signature	signature
Jennifer P. Kay	KARI Albertson
print name	přin't name
Att	
signature	
SEAN OKEEFFE	
print name	
STATE OF FLORIDA	
COUNTY OF MIAMI-DADE	
27. 30 (10 ft feit 17 17. 17 17. 17 17. 17. 17. 17. 17. 17. 17. 17. 17. 17.	
The foregoing instrument was acknowled	dged before me this 17th day of Karl Albertson as
	Karl Albertson as
Assistant Societary of A.H. 1	At Turnpike South Community Development
District, a local unit of special purpose g	overnment organized under and pursuant to
	the district, who is personally known to me or
has/has not/ produced	as identification and
did/did not take an oath.	
. /	FRANCES J. GUERRA Notary Public - State of Florida
La vivilla	Commission # FF 222134
- Franky Spane	] My Comm. Expires Jul 23, 2018
Notary Públic	Rended through Mating at the and State of the same State of the sa
art.	Bonded through National Notary Assa.
Francis J. Guerra	FF222134
Francis J. 64erra	FF 222134 Serial Number
	FF222134
print name	FF232134 Serial Number

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WITNESSETH:	A.H. AT TURNPIKE SOUTH
	COMMUNITY DEVELOPMENT
	DISTRICT, a local unit of special
-	purpose government organized under
	and pursuant to Ch. 190, Fla. Stat.
John L. Key	By :
signature	signature
Jennifer P. Ray	KARI Albertson
print name	print name
APTT(	
signature	
SEAN OILEEFFE	
print name	£.
STATE OF FLORIDA COUNTY OF MIAMI-DADE	
The foregoing instrument was acknowled	dged before me this day of
JULY, 2017, by	HARL PUBLISEN, as
Assistant Secretary, of A.H. A	At Turnpike South Community Development
District, a local unit of special purpose g	overnment organized under and pursuant to
Chapter 190, Florida Statutes, on behalf of	the district, who is personally known to me or
has/has not/ produced	as identification and
did/did not take an oath.	
	EDANOES A SUF
. /	FRANCES J. GUERRA Notary Public - State of Florida
France & bueno	a ミパッ 行計 が E Commission # FF 222134
Notary Public	My Comm. Expires Jul 23, 2019 Bonded through National Notary Assn.
Frances J. Guerra	FF222134
print name	Serial Number
■ Action and processor of the following of the follow	Approved for Legal Sufficiency:

# CONSIDER ACCEPTANCE OF AH AT TURNPIKE SOUTH, PHASE 2 DISTRICT CONSTRUCTION CONTRACT DOCUMENTS AND AUTHORIZATION TO ADVERTISE FOR COMPETITIVE BID PROCESS

TO BE DISTRIBUTED
UNDER SEPARATE COVER