



**A.H. AT TURNPIKE SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
SPECIAL BOARD MEETING & PUBLIC HEARING  
JULY 17, 2024  
6:00 P.M.**

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

[www.ahturnpikesouthcdd.org](http://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**  
Fairfield Inn & Suites – Homestead/Florida City  
60 SW 352<sup>nd</sup> Street  
Florida City, Florida 33034  
**SPECIAL BOARD MEETING & PUBLIC HEARING**  
July 17, 2024  
6:00 p.m.

- A.** Call to Order
- B.** Proof of Publication.....Page 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. May 16, 2024 Special Board Meeting.....Page 2
- G.** Public Hearing
  - 1. Proof of Publication.....Page 6
  - 2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget
  - 3. Consider Resolution No. 2024-04 – Adopting a Fiscal Year 2024/2025 Final Budget.....Page 7
- H.** New Business
  - 1. Consider Resolution No. 2024-05 – Adopting a Fiscal Year 2024/2025 Meeting Schedule.....Page 16
  - 2. Consider Approval of Engineering Agreement.....Page 18
  - 3. Consider Appointment of Audit Committee & Approval of Evaluation Criteria for RFP.....Page 30
- I.** Old Business
- J.** Administrative Matters
  - 1. SDS Ethics Training Memo.....Page 34
  - 2. Update on Miami-Dade County Supervisor of Elections 2024 Qualified Candidate Results
- K.** Board Member/Staff Comments and Requests
- L.** Adjourn



The Beaufort Gazette  
 The Belleville News-Democrat  
 Bellingham Herald  
 Centre Daily Times  
 Sun Herald  
 Idaho Statesman  
 Bradenton Herald  
 The Charlotte Observer  
 The State  
 Ledger-Enquirer

Durham | The Herald-Sun  
 Fort Worth Star-Telegram  
 The Fresno Bee  
 The Island Packet  
 The Kansas City Star  
 Lexington Herald-Leader  
 The Telegraph - Macon  
 Merced Sun-Star  
 Miami Herald  
 El Nuevo Herald

The Modesto Bee  
 The Sun News - Myrtle Beach  
 Raleigh News & Observer  
 Rock Hill | The Herald  
 The Sacramento Bee  
 San Luis Obispo Tribune  
 Tacoma | The News Tribune  
 Tri-City Herald  
 The Wichita Eagle  
 The Olympian

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142030	567271	Print Legal Ad-IPL01804100 - IPL0180410		\$1,258.75	2	43 L

**Attention:** Laura J. Archer

A.H. at Turnpike South Community Development District  
 c/o Special District Services, Inc.  
 2501A Burns Road  
 Palm Beach Gardens, Florida 33410  
 LArcher@sdsinc.org

**NOTICE OF PUBLIC HEARING & SPECIAL BOARD MEETING OF  
 THE A.H. AT TURNPIKE SOUTH COMMUNITY  
 DEVELOPMENT DISTRICT**

The Board of Supervisors (the "Board") of the A.H. at Turnpike South Community Development District (the "District") will hold a Public Hearing and Special Board Meeting on July 17, 2024, at 6:00 p.m., or as soon thereafter as can be heard, in the Fairfield Inn & Suites - Homestead/Florida City located at 60 SW 352nd Street, Florida City, Florida 33034.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2024/2025 Proposed Final Budget of the District. The purpose of the Special Board Meeting is for the Board to consider any other business which may properly come before it. A copy of the Budget and/or the Agenda may be obtained from the District's website ([www.ahturnpikessouthcdd.org](http://www.ahturnpikessouthcdd.org)) or from the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Supervisors will 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.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at 786-347-2711 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Special Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

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

**A.H. AT TURNPIKE SOUTH Community Development District**

[www.ahturnpikessouthcdd.org](http://www.ahturnpikessouthcdd.org)  
 IPL0180410  
 Jun 26, Jul 3 2024

**PUBLISHED DAILY  
 MIAMI-DADE-FLORIDA**

**STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE**

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald  
 2 insertion(s) published on:  
 06/26/24, 07/03/24

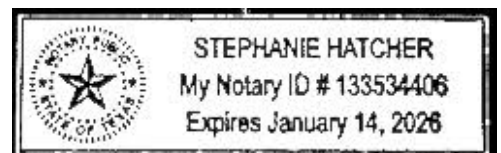
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in 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/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

*Mary Castro*

Sworn to and subscribed before me this 3rd day of July in the year of 2024

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

**A.H. AT TURNPIKE SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL BOARD MEETING  
MAY 16, 2024**

**A. CALL TO ORDER**

Mrs. Perez called the May 16, 2024, Special Board Meeting of the A.H. at Turnpike South Community Development District (the “District”) to order at 6:07 p.m. at Fairfield Inn & Suites – Homestead/Florida City located at 60 SW 352<sup>nd</sup> Street, Florida City, Florida 33034.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Special Board Meeting had been published in the *Miami Herald* on May 6, 2024, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance: Chairperson Angelica Maria Andino Pena, Vice Chairman Jonathan Pena and Supervisor Marilyn Ortiz and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.; and General Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, PA.

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

Mrs. Perez added the Financial Report under Administrative Matters.

**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 11, 2023, Public Hearing & Special Board Meeting**

The minutes of the October 11, 2023, Public Hearing & Special Board Meeting were presented for consideration.

A <b>MOTION</b> was made by Supervisor Marilyn Ortiz, seconded by Supervisor Angelica Maria Andino Pena and passed unanimously approving the minutes of the October 11, 2023, Public Hearing & Special Board Meeting, as presented.
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**G. NEW BUSINESS**

**1. Consider Resolution No. 2024-01 – Electronic Signature Policy**

Mrs. Perez presented Resolution No. 2024-01, entitled:

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING AN ELECTRONIC SIGNATURE POLICY, PROVIDING DISTRICT MANAGER WITH AUTHORITY AND RESPONSIBILITY FOR APPROVAL OF ELECTRONIC SIGNATURES AND IMPLEMENTATION OF CONTROL PROCESSES AND PROCEDURES TO ENSURE COMPLIANCE, INTEGRITY, AND SECURITY, IN ACCORDANCE WITH CHAPTER 688, FLORIDA STATUTES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

A **MOTION** was made by Supervisor Jonathan Pena, seconded by Supervisor Marilyn Ortiz and unanimously passed adopting Resolution No. 2024-01, as presented.

**2. Consider Resolution No. 2024-02 – Adopting a Fiscal Year 2024/2025 Proposed Budget**

Mrs. Perez presented Resolution No. 2024-02, entitled:

**RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AH AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING AN EFFECTIVE DATE.**

Mrs. Perez read the title of the resolution into the record and indicated that the maximum debt assessment rates of \$1,594.54 for Phases 1 and 2 (as done in prior years) and \$1,578.02 will be assessed for Phase 3 pursuant to the Methodology.

The O&M Assessment is slightly lower than last year. The estimated available funds anticipated as of 9-30-2024 are \$95,000, should no unexpected expenses arise. A carryover balance in the amount of \$7,000 has been applied to this budget (\$7,000 was issued last year).

Because the overall presented assessment for 2024/2025 is currently lower than the 2023/2024 assessment, letters to the homeowners will not be required.

A **MOTION** was made by Supervisor Jonathan Pena, seconded by Supervisor Angelica Andino Pena and unanimously passed adopting Resolution No. 2024-02, as presented, approving a Proposed Budget for FY 2024/2025 and setting the Public Hearing for finalization for July 17, 2024, at 6:00 p.m. at the Fairfield Inn & Suites – Homestead/Florida City, 60 SW 352nd Street, Florida City, Florida 33034 and further authorizing required advertisements.

**3. Consider Resolution No. 2024-03 – Amending Resolution No. 2023-07 – Adopting a Fiscal Year 2023/2024 Regular Meeting Schedule**

Mrs. Perez presented Resolution No. 2024-03, entitled:

**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT, AMENDING RESOLUTION 2023-07 ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

Mr. George noted that this action was correcting a scrivener's error on the exhibit and setting the correct date on the schedule from the August 9, 2024, meeting to August 14, 2024.

A **MOTION** was made by Supervisor Marilyn Ortiz, seconded by Supervisor Angelica Andino Pena and unanimously passed adopting Resolution No. 2024-03, as presented.

**4. Consider Ratification and Approval of Meeting Space Agreement**

A **MOTION** was made by Supervisor Marilyn Ortiz, seconded by Supervisor Jonathan Pena and unanimously passed ratifying and approving the Meeting Space Agreement, as presented.

**5. Professional Engineer Selection Committee Meeting – Review Proposals and Make Recommendation and Consider RFQ Process for Engineering Services**

*Mrs. Perez recessed the Regular Meeting and simultaneously called to order a meeting of the Professional Engineer Selection Committee (“Committee”).*

Mrs. Perez presented the information and handouts and proceeded to explain that the purpose of the Committee meeting was to rank the proposers who had replied to the RFQ for District Engineer. Although there was only one proposal received, the Committee consensus was to proceed with the ranking process: Thereby waiving the criteria of preference ranking of a minimum of three (3) firms. Per the criteria previously established by the Committee, the Committee ranked Alvarez Engineering as Number 1.

*There being no further Committee business to conduct, the Committee meeting was adjourned and the Regular Meeting was simultaneously reconvened.*

Mrs. Perez recommended to the Board that it would be in order to act on the Committee's recommendation. A discussion ensued after which:

A **MOTION** was made by Supervisor Jonathan Pena, seconded by Supervisor Marilyn Ortiz and unanimously passed waiving the criteria of ranking of a minimum of three (3) firms and ranking Alvarez Engineering as Number 1 and directing the District Manager to negotiate a contract/agreement with Alvarez Engineers, Inc.; and further authorizes District officials to engage the services of Alvarez Engineers, Inc.

Mrs. Perez mentioned that during a previous meeting the Board authorized the termination of the service with Ed Pino of American Services of Miami Corp., once the Board was ready to engage the services of a new District Engineer via the RFQ process. Therefore, it would be in order for District Counsel to prepare a notice (previously approved) to be forwarded with an effective date pursuant to the agreement.

**H. OLD BUSINESS**

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

**I. ADMINISTRATIVE MATTERS**

**1. Announce 2024 General Election and Candidate Qualifying Period**

Mrs. Perez advised, pursuant to the Miami-Dade County Supervisor of Elections’ website, the 2024 General Election and Candidate Qualifying Period runs from Noon, Monday, June 10, 2024 through Noon, Friday, June 14, 2024.

AS Seat 1 VACANT Expires 2024  
AS Seat 3 Marilyn Ortiz Expires 2024 *appointed 06-14-2023*  
AS Seat 5 VACANT Expires 2024

**2. 2023 Form 1 – Statement of Financial Interests**

Mrs. Perez advised that this year’s filing requirement must be submitted prior to July 1, 2024, using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via a link at Login - [Electronic Financial Disclosure Management System floridaethics.gov.](http://floridaethics.gov), as previously noted by District Counsel. District Counsel emphasized that you will no longer be able to file your completed Form 1 through your local Supervisor of Elections’ office.

**3. Financial Report**

Mrs. Perez presented and went over the monthly financial statements via handout. She indicated that available funds as of March 31, 2024, were \$177,740.40.

A **MOTION** was made by Supervisor Marilyn Ortiz, seconded by Supervisor Jonathan Pena and passed unanimously ratifying the financial transactions and reports, as presented.

**J. BOARD MEMBER/STAFF COMMENTS**

**1. District Counsel Memorandum Regarding Required Ethics Training and Financial Disclosure**

Mr. George provided an overview of the Memorandum Regarding Required Ethics Training and Financial Disclosure, noting that these were the Board Members’ personal obligations.

Mrs. Perez provided an update on the Miami-Dade County street signage issues that had been reported to 311, noting that said issues had been addressed.

**K. ADJOURNMENT**

There being no further business to come before the Board, the Special Board Meeting was adjourned at 7:09 p.m. on a **MOTION** made by Supervisor Angelica Andino Pena, seconded by Supervisor Marilyn Ortiz and the **MOTION** carried unanimously.

**ATTESTED BY:**

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

\_\_\_\_\_  
Chairperson/Vice-Chair



The Beaufort Gazette  
 The Belleville News-Democrat  
 Bellingham Herald  
 Centre Daily Times  
 Sun Herald  
 Idaho Statesman  
 Bradenton Herald  
 The Charlotte Observer  
 The State  
 Ledger-Enquirer

Durham | The Herald-Sun  
 Fort Worth Star-Telegram  
 The Fresno Bee  
 The Island Packet  
 The Kansas City Star  
 Lexington Herald-Leader  
 The Telegraph - Macon  
 Merced Sun-Star  
 Miami Herald  
 El Nuevo Herald

The Modesto Bee  
 The Sun News - Myrtle Beach  
 Raleigh News & Observer  
 Rock Hill | The Herald  
 The Sacramento Bee  
 San Luis Obispo Tribune  
 Tacoma | The News Tribune  
 Tri-City Herald  
 The Wichita Eagle  
 The Olympian

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 2501A Burns Road  
 Palm Beach Gardens, Florida 33410  
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 THE A.H. AT TURNPIKE SOUTH COMMUNITY  
 DEVELOPMENT DISTRICT**

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

**A.H. AT TURNPIKE SOUTH Community Development District**

[www.ahturnpikesouthcdd.org](http://www.ahturnpikesouthcdd.org)  
 IPL0180410  
 Jun 26, Jul 3 2024

**PUBLISHED DAILY  
 MIAMI-DADE-FLORIDA**

**STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE**

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

2 insertion(s) published on:

06/26/24, 07/03/24

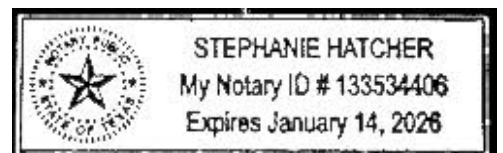
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in 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/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

*Mary Castro*

Sworn to and subscribed before me this 3rd day of July in the year of 2024

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!



**RESOLUTION NO. 2024-04**

**A RESOLUTION OF THE AH AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2024/2025 BUDGET.**

**WHEREAS**, the AH at Turnpike South Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2024/2025 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

**WHEREAS**, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AH AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT THAT:**

**Section 1.** The Final Budget and Final Special Assessment Roll for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

**Section 2.** The 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 17<sup>th</sup> day of July, 2024.

**ATTEST:**

**AH AT TURNPIKE SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

A.H. At Turnpike South  
Community Development District

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

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- II DETAILED FINAL BUDGET
- III DETAILED FINAL DEBT SERVICE FUND BUDGET (SERIES 2015)
- IV DETAILED FINAL DEBT SERVICE FUND BUDGET (SERIES 2016)
- V DETAILED FINAL DEBT SERVICE FUND BUDGET (SERIES 2021)
- VI ASSESSMENT COMPARISON

**FINAL BUDGET**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	<b>FISCAL YEAR 2024/2025 BUDGET</b>
<b>REVENUES</b>	
O&M Assessments	99,726
Debt Assessments (2015)	350,799
Debt Assessments (2016)	287,017
Debt Assessments (2021)	113,617
Interest Income	720
<b>TOTAL REVENUES</b>	<b>\$ 851,879</b>
<b>EXPENDITURES</b>	
Supervisor Fees	5,000
Payroll Taxes (Employer)	400
Engineering/Inspections	3,250
Management	35,988
Legal	12,000
Assessment Roll	7,500
Audit Fees	5,600
Insurance	7,100
Legal Advertisements	2,400
Miscellaneous	925
Meeting Venue	1,500
Postage	400
Office Supplies	775
Dues & Subscriptions	175
Trustee Fees	13,000
Continuing Disclosure Fee	1,200
Website Management	2,000
Contingency	2,250
<b>TOTAL EXPENDITURES</b>	<b>\$ 101,463</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 750,416</b>
Bond Payments (2015)	(329,751)
Bond Payments (2016)	(272,500)
Bond Payments (2021)	(107,936)
<b>BALANCE</b>	<b>\$ 40,229</b>
County Appraiser & Tax Collector Fee	(15,743)
Discounts For Early Payments	(31,486)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (7,000)</b>
Carryover From Prior Year	7,000
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED FINAL BUDGET**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
<b>REVENUES</b>				
O&M Assessments	101,354	99,765	99,726	Expenditures Less Interest/Discounts & Fees
Debt Assessments (2015)	350,801	350,799	350,799	Bond Payments/.96 Discounts & Fees
Debt Assessments (2016)	287,019	287,017	287,017	Bond Payments/.96 Discounts & Fees
Debt Assessments (2021)	113,618	113,617	113,617	Bond Payments/.96 Discounts & Fees
Interest Income	5,691	240	720	Estimated At \$60 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 858,483</b>	<b>\$ 851,438</b>	<b>\$ 851,879</b>	
<b>EXPENDITURES</b>				
Supervisor Fees	0	5,000	5,000	Supervisor Fees
Payroll Taxes (Employer)	0	400	400	Projected At 8% Of Supervisor Fees
Engineering/Inspections	1,800	3,250	3,250	No Change From 2023/2024 Budget
Management	33,936	34,944	35,988	CPI Adjustment (Capped At 3%)
Legal	8,290	12,500	12,000	\$500 Decrease From 2023/2024 Budget
Assessment Roll	7,500	7,500	7,500	As Per Contract
Audit Fees	5,400	5,500	5,600	\$100 Increase From 2023/2024 Budget
Insurance	6,134	6,700	7,100	Fiscal Year 2023/2024 Expenditure Was \$6,594
Legal Advertisements	703	1,200	2,400	Costs Will Increase Due To Closing Of The Miami Business Review
Miscellaneous	1,284	925	925	No Change From 2023/2024 Budget
Meeting Venue	0	1,500	1,500	Meeting Venue
Postage	203	425	400	\$25 Decrease From 2023/2024 Budget
Office Supplies	389	800	775	\$25 Decrease From 2023/2024 Budget
Dues & Subscriptions	175	175	175	No Change From 2023/2024 Budget
Trustee Fees	12,722	13,000	13,000	No Change From 2023/2024 Budget
Continuing Disclosure Fee	1,050	1,200	1,200	No Change From 2023/2024 Budget
Website Management	2,000	2,000	2,000	No Change From 2023/2024 Budget
Contingency	0	4,000	2,250	Contingency
<b>TOTAL EXPENDITURES</b>	<b>\$ 81,586</b>	<b>\$ 101,019</b>	<b>\$ 101,463</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 776,897</b>	<b>\$ 750,419</b>	<b>\$ 750,416</b>	
Bond Payments (2015)	(334,264)	(329,751)	(329,751)	2025 Principal & Interest Payments
Bond Payments (2016)	(273,488)	(272,500)	(272,500)	2025 Principal & Interest Payments
Bond Payments (2021)	(108,262)	(107,936)	(107,936)	2025 Principal & Interest Payments
<b>BALANCE</b>	<b>\$ 60,883</b>	<b>\$ 40,232</b>	<b>\$ 40,229</b>	
County Appraiser & Tax Collector Fee	(8,203)	(15,744)	(15,743)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(31,936)	(31,488)	(31,486)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 20,744</b>	<b>\$ (7,000)</b>	<b>\$ (7,000)</b>	
Carryover From Prior Year	0	7,000	7,000	Carryover From Prior Year
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ 20,744</b>	<b>\$ -</b>	<b>\$ -</b>	

**DETAILED FINAL DEBT SERVICE FUND (SERIES 2015) BUDGET**

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	11,731	100	500	Projected Interest For 2024/2025
NAV Tax Collection	334,264	329,751	329,751	Maximum Debt Service Collection
Prepaid Bond Collection	0	0	0	
<b>Total Revenues</b>	<b>\$ 345,995</b>	<b>\$ 329,851</b>	<b>\$ 330,251</b>	
<b>EXPENDITURES</b>				
Principal Payments	75,000	85,000	85,000	Principal Payments Due In 2025
Interest Payments	251,750	244,688	240,613	Interest Payments Due In 2025
Bond Redemption	0	163	4,638	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 326,750</b>	<b>\$ 329,851</b>	<b>\$ 330,251</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 19,245</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2015 Bond Information**

Original Par Amount =	\$4,430,000	Annual Principal Payments Due =	November 1st
Interest Rate =	5.5% - 6.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	February 2015		
Maturity Date =	November 2046		

Par Amount As Of 1/1/2024 = \$3,945,000

**DETAILED FINAL DEBT SERVICE FUND (SERIES 2016) BUDGET**

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	9,497	100	500	Projected Interest For 2024/2025
NAV Tax Collection	273,488	272,500	272,500	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 282,985</b>	<b>\$ 272,600</b>	<b>\$ 273,000</b>	
<b>EXPENDITURES</b>				
Principal Payments	70,000	80,000	80,000	Principal Payments Due In 2025
Interest Payments	196,688	191,631	187,731	Interest Payments Due In 2025
Bond Redemption	0	969	5,269	Estimated Excess Debt Collections
Transfer To Construction Fund	4,218	0	0	
<b>Total Expenditures</b>	<b>\$ 270,906</b>	<b>\$ 272,600</b>	<b>\$ 273,000</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 12,079</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2016 Bond Information**

Original Par Amount =	\$3,975,000	Annual Principal Payments Due =	November 1st
Interest Rate =	4% - 5.5%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2016		
Maturity Date =	November 2047		
Par Amount As Of 1/1/2024 =	\$3,570,000		

**DETAILED FINAL DEBT SERVICE FUND (SERIES 2021) BUDGET**

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	3,334	100	400	Projected Interest For 2024/2025
NAV Tax Collection	108,262	107,936	107,936	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 111,596</b>	<b>\$ 108,036</b>	<b>\$ 108,336</b>	
<b>EXPENDITURES</b>				
Principal Payments	40,000	40,000	45,000	Principal Payments Due In 2025
Interest Payments	65,345	63,935	62,936	Interest Payments Due In 2025
Bond Redemption	0	4,101	400	Estimated Excess Debt Collections
Transfer To Construction Fund	1,671	0	0	
<b>Total Expenditures</b>	<b>\$ 107,016</b>	<b>\$ 108,036</b>	<b>\$ 108,336</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 4,580</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2021 Bond Information**

Original Par Amount =	\$1,915,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.35% - 4%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	March 2021		
Maturity Date =	May 2051		
Par Amount As Of 1/1/2024 =	\$1,835,000		



## A.H. At Turnpike South Community Development District Assessment Comparison

	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Assessment*	Fiscal Year 2024/2025 Projected Assessment*
O & M	\$ 217.91	\$ 211.32	\$ 211.01	\$ 210.92	\$ 210.84
Debt (221 Phase One Units)	\$ 1,594.54	\$ 1,594.54	\$ 1,594.54	\$ 1,594.54	\$ 1,594.54
<b>Total For Phase One Units</b>	<b>\$ 1,812.45</b>	<b>\$ 1,805.86</b>	<b>\$ 1,805.55</b>	<b>\$ 1,805.46</b>	<b>\$ 1,805.38</b>
O & M	\$ 217.91	\$ 211.32	\$ 211.01	\$ 210.92	\$ 210.84
Debt (180 Phase Two Units)	\$ 1,594.54	\$ 1,594.54	\$ 1,594.54	\$ 1,594.54	\$ 1,594.54
<b>Total For Phase Two Units</b>	<b>\$ 1,812.45</b>	<b>\$ 1,805.86</b>	<b>\$ 1,805.55</b>	<b>\$ 1,805.46</b>	<b>\$ 1,805.38</b>
O & M	\$ -	\$ 211.32	\$ 211.01	\$ 210.92	\$ 210.84
Debt (72 Phase Three Units)	\$ -	\$ 1,578.02	\$ 1,578.02	\$ 1,578.02	\$ 1,578.02
<b>Total For Phase Three Units</b>	<b>\$ -</b>	<b>\$ 1,789.34</b>	<b>\$ 1,789.03</b>	<b>\$ 1,788.94</b>	<b>\$ 1,788.86</b>

\* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

Phase One Lots	221
Phase Two Lots	180
Phase Three Lots	<u>72</u>
Total	473

Phase 1 Lots Information

Total Units	221
Prepayments	<u>1</u>
Billed For Debt	220

**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary for the A.H. at Turnpike South Community Development District ("District") to establish a regular meeting schedule for fiscal year 2024/2025; and

**WHEREAS**, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2024/2025 which is attached hereto and made a part hereof as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** The regular meeting schedule, time and location for meetings for fiscal year 2024/2025 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

**PASSED, ADOPTED and EFFECTIVE** this 17<sup>th</sup> day of July, 2024.

**ATTEST:**

**A.H. AT TURNPIKE SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors of the A.H. at Turnpike South Community Development District will hold Regular Meetings at the Fairfield Inn & Suites Homestead Florida City located at 60 SW 352<sup>nd</sup> Street, Florida City, Florida 33034, at **6:00 p.m.** on the following dates:

**October 9, 2024**  
**November 13, 2025**  
**February 12, 2025**  
**March 12, 2025**  
**April 16, 2025\***  
**June 13, 2025\***  
**August 13, 2025**

*\* Change from typical week date to accommodate the required 60 days for the Final Budget Public Hearing*

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 Ext. 2011 and/or toll free at 1-877-737-4922 five (5) days 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 verbatim 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 (786) 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 cancelled from time to time without advertised notice.

**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**[www.ahturnpikesouthcdd.org](http://www.ahturnpikesouthcdd.org)**

**PUBLISH: MIAMI HERALD 00/00/24**

## Engineering Agreement

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the AH at Turnpike South Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Alvarez Engineers, Inc., a Florida corporation and shall remain in effect until terminated under the terms contained herein.

WHEREAS, the AH at Turnpike South Community Development District ("District"), a special purpose unit of local government established and existing pursuant to Chapter 190, Florida Statutes, solicited for proposals from companies interested in serving as District Engineer to the District in accordance with sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, Alvarez Engineers, Inc., ("Engineer"), a Florida corporation, submitted a proposal to serve as District Engineer and provide engineering services to the District; and

WHEREAS, the District intends to employ Alvarez Engineers, Inc. as District Engineer to perform engineering, surveying planning, landscaping, environmental management and permitting, financial and economic studies, and such other work as defined in separate work authorizations; and

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

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

### ARTICLE 1 SCOPE OF SERVICES

- A. The District Engineer will provide general engineering services including:
  - 1. Preparation of any necessary reports and applications.
  - 2. Attendance at meetings of the District's Board of Supervisors.
  - 3. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
  - 4. Performance of any other duties related to the provision of infrastructure and services as requested by the District's Board of Supervisors.
- B. The District Engineer shall prepare, or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by the District's Board of Supervisors. This may also include, but is not limited to, rendering assistance in the drafting of forms, proposal and contracts, issuance of certificates of construction and

payment, assisting and/or supervising the bidding processes, and any other activity required by the District's Board of Supervisors.

- C. The Engineer shall, when authorized by the Board, provide general services during the construction phase including, but not limited to:
1. Periodic visits to the site, or full-time construction management services, as directed by the District.
  2. Processing of contractors' pay estimates.
  3. Final inspection and requested certificates for construction including the final certification of construction.
  4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "District Engineer".
  5. Any other activity related to construction as authorized by the District's Board of Supervisors.
- D. With respect to maintenance of facilities, the District Engineer shall render such services as authorized in writing by the District.

#### ARTICLE 2 METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

#### ARTICLE 3 COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized.

- A. Lump Sum Amount: The District and District Engineer shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.
- B. Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates in Schedule "A" shall remain in effect. On the anniversary date of this Agreement, the parties may renegotiate the fee schedule.

#### ARTICLE 4 REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by District Engineer, its employees, or its consultants in the interest of the project for the incidental items listed below:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance calls and facsimiles, expedited delivery fees, and fees paid for securing approval of authorities having jurisdiction over a project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- B. Expenses incurred in the reproduction, postage and handling of drawings and specifications except those used for in-house purposes.

#### ARTICLE 5 SPECIAL CONSULTANTS

When a special consultant is retained by District Engineer to assist in the provision of services such additional special services shall be paid for on a costs basis. Such services and fees shall be included in any work authorization.

#### ARTICLE 6 ACCOUNTING RECORDS

Records of District Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, District Engineer acknowledges that the provisions of Article 13 of this Agreement may apply to these records.

#### ARTICLE 7 REUSE OF DOCUMENTS

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

#### ARTICLE 8 ESTIMATE OF COST

Since District Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a professional familiar with the construction industry, but District Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by it. If the

District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense or may direct that such work be accomplished through the Engineer. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

ARTICLE 9 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the District Engineer shall be acting as an independent contractor. Neither the District Engineer nor employees of the District Engineer, if 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. The District Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The District Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the District Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

ARTICLE 10 INSURANCE

District Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

A. Workers Compensation	Statutory
B. General Liability	
1. Bodily Injury (incl. contractual)	\$1,000,000/\$2,000,000
2. Property Damage (incl. contractual)	\$1,000,000/\$2,000,000
C. Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
1. Bodily Injury	
2. Property Damage	
D. Professional Liability for Errors and Omissions	\$2,000,000

District Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District as an additional insured, except on the worker's compensation and professional liability policies. District Engineer shall provide the District with 30 days notice of cancellation of such insurance. At no time shall Engineer be without insurance in the above amounts.

ARTICLE 11 CONTINGENT FEE

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

#### ARTICLE 12 AUDIT

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

#### ARTICLE 13 INDEMNIFICATION

The Engineer agrees to indemnify, defend, and hold harmless the District and its officers, District Manager and employees of and from any and all liabilities, claims, causes of action, demands, suits, or losses by any person, corporation or other entity arising from the negligent acts, errors or omissions of the District Engineer or District Engineer's agents or employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, F.S., or any other statute or law. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

#### ARTICLE 14 PUBLIC RECORDS

The District Engineer agrees and understands that Chapter 119, F.S., may be applicable to documents prepared in connection with work provided to the District and agrees to operate with public record requests made thereunder. The District Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

- A. Engineer shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:



1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
  2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
  3. Ensure that public records that 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 completion of the Agreement if Engineer does not transfer the records to the District; and
  4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If Engineer transfers all public records to the District upon completion of the Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- B. The Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. The Engineer acknowledges that should the Engineer fail to provide the public records to the District within a reasonable time, the Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- C. **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/CONTRACT, THE ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**SPECIAL DISTRICT SERVICES, INC.**  
**2501 BURNS ROAD, SUITE A**  
**PALM BEACH GARDENS, FLORIDA 33410**  
**TELEPHONE: (561)630-4922**  
**EMAIL: [BBARBA@SDSINC.ORG](mailto:BBARBA@SDSINC.ORG)**

**ARTICLE 15 EMPLOYMENT VERIFICATION**

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

**ARTICLE 16 CONTROLLING LAW**

District Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought hereunder shall be brought in the courts in Miami-Dade County, Florida.

**ARTICLE 17 WAIVER OF JURY TRIAL**

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

**ARTICLE 18 ASSIGNMENT**

Neither the District nor the District Engineer shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the District Engineer from employing such independent professional associates and consultants, as District Engineer deems appropriate, pursuant to Article 5 herein.

**ARTICLE 19 AMENDMENT**

Amendment 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.

#### ARTICLE 20 TERMINATION

The District may terminate this Agreement, in whole or in part, for failure of the District Engineer to perform in accordance with the terms of this Agreement or for any reason, at the District's sole discretion, upon thirty (30) days written notice. The District Engineer may terminate this Agreement for cause upon ninety (90) days written notice. At such time as District Engineer receives notification of the intent of the District to terminate the contract, District Engineer shall not perform any further services unless directed to do so by the Board of Supervisors in writing.

#### ARTICLE 21 NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to District Engineer:

Juan R. Alvarez, P.E.  
Alvarez Engineers, Inc.  
8935 NW 35 Lane, Suite 101  
Doral, Florida 33172

If to District:

AH at Turnpike South Community  
Development District  
2501 Burns Road, Suite A  
Palm Beach Gardens, Florida 33410  
Attention: District Manager

With a Copy to:

Mr. Gregory George  
Billing, Cochran, Lyles, Mauro & Ramsey  
515 E Las Olas Blvd., Suite 600  
Ft. Lauderdale, FL 33301  
[gregoryg@bclmr.com](mailto:gregoryg@bclmr.com)

#### ARTICLE 22 RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

#### ARTICLE 23 OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the District Engineer in the spaces provided below.

#### ARTICLE 24 SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

#### ARTICLE 25 E-VERIFY

The Engineer, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Engineer further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of SECTION 6 herein, if the District has a good faith belief that the Engineer has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Engineer performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Engineer and order the Engineer to immediately terminate its subcontract with the subcontractor. The Engineer shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on the Engineer's failure to comply with the E-Verify requirements referenced in this subsection.

#### ARTICLE 26 SCRUTINIZED COMPANY CERTIFICATION

The Engineer hereby swears or affirms that as of the date below the Engineer is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes the Engineer further affirms that:

- A. The Engineer is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. The Engineer does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - 1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - 2. Have a material business relationship involving the supply of military equipment, or
  - 3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - 4. Have been complicit in the genocidal campaign in Darfur.
- C. The Engineer does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - 1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - 2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- D. The Engineer is not engaged in business operations in Cuba or Syria.

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>.

#### ARTICLE 27 RESPONSIBLE VENDOR DETERMINATION

The Engineer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

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


AH at Turnpike South Community  
Development District

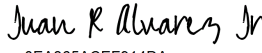
Attest

\_\_\_\_\_  
Chairperson/Vice Chairperson

\_\_\_\_\_  
Witness

District Engineer

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Juan R. Alvarez, P.E.

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Witness

**Schedule “A”**

**Alvarez Engineers, Inc.**

**2024 Hourly Personnel Billing Rates**

<b>Principal</b> .....	\$225.00 / Hour
Professional Engineer with 20+ years of post-registration experience	
<b>Project Manager</b> .....	\$200.00 / Hour
Professional Engineer with 10+ years of post-registration experience	
<b>Senior Engineer</b> .....	\$185.00 / Hour
Professional Engineer with 10+ years of post-registration experience (production)	
<b>Engineer 2</b> .....	\$160.00 / Hour
Professional Engineer with 5+ years of post-registration experience	
<b>Engineer 1</b> .....	\$140.00 / Hour
Professional Engineer with 0+ years of post-registration experience	
<b>Electrical Engineer</b> .....	\$135.00 / Hour
Electrical Engineer with 2+ years of post-graduate experience	
<b>Engineer Intern</b> .....	\$130.00 / Hour
Entry level with engineering degree; Engineering Intern License	
<b>Senior Designer</b> .....	\$110.00 / Hour
15+ years of design experience, non-registered	
<b>CADD/Computer Technician</b> .....	\$100.00 / Hour
Design and Drafting with 1+ years of experience	
<b>Senior Engineering Technician</b> .....	\$ 95.00 / Hour
5+ years of experience	
<b>Engineering Technician</b> .....	\$ 90.00 / Hour
Entry level with 0-4 years of experience	
<b>Senior Administrative</b> .....	\$ 95.00 / Hour
Degreed executive assistant with 8+ years of experience	
<b>Administrative</b> .....	\$ 70.00 / Hour
Secretary / Clerical	

\*Billing Rates are subject to change on the anniversary of this agreement

**A.H. at TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2023/2024, 2024/2025 and 2025/2026  
With Two Year Option (2026/2027 and 2027/2028)  
Miami-Dade County, Florida**

**A.H. at TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than August 21, 2024 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is affirming its familiarity and understanding with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. REJECTION OF PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) copy of the Proposal Documents and one digital copy, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – A.H. at Turnpike South Community Development District” on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. After proposals are opened by the District, no proposal may be withdrawn for a period of ninety (90) days.



**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes or each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**SECTION 15. REJECTION OF ALL PROPOSALS.** The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.

**A.H. at TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. *Ability of Personnel (10 Points).***

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

**2. *Proposer's Experience (10 Points).***

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

**3. *Understanding of Scope of Work (10 Points).***

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. *Ability to Furnish the Required Services (10 Points).***

Present ability to manage this project and the extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

**5. *Price (10 Points).***

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

## **Ethics Training**

Beginning in 2024, District Supervisors are required to complete four (4) hours of ethics training annually. Below are links to two training sessions that will, upon completion, satisfy the training requirement. *Beginning with the 2024 Form 1, District Supervisors will be required to confirm that they have completed the training each year.*

- **State Ethics Laws for Constitutional Officers & Elected Municipal Officers**
  - <https://www.youtube.com/watch?v=U8JktIMKzyl>
- **Public Meetings and Public Records Law**
  - <https://www.myfloridalegal.com/sites/default/files/Full%2520audio%25202018%5B2%5D.mp3>

Both links can be found on SDS' website, at [www.sdsinc.org/links](http://www.sdsinc.org/links).

The Florida Association of Special Districts (FASD) also offers a training option through Florida State University's Florida Institute of Government. If your special district is a member of FASD, the cost for this special district-specific ethics training is \$49.00 for each district official.

If your special district is NOT a member of FASD, the cost for this special district-specific ethics training is \$79.00 for each district official.

Information on the FASD course can be found at <https://www.fasd.com/ethics-for-special-districts>.