

# Davenport Road South Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407.723.5900

[www.davenportroadsouthcdd.com](http://www.davenportroadsouthcdd.com)

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The following is the proposed agenda for the Board of Supervisors' Meeting for the Davenport Road South Community Development District, scheduled to be held on **Wednesday, February 19, 2020 at 9:45 a.m. at the Holiday Inn Winter Garden, 200 Cypress Gardens Blvd., Winter Haven, Florida 33880**. As always, the personal attendance of three (3) Board Members will be required to constitute quorum

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Call-in Number: **1-844-621-3956**  
Access Code: **790 393 986 #**

## PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

### Administrative Matters

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the January 15, 2020 Board of Supervisors' Meeting**

### Business Matters

2. **Consideration of Resolution 2020-05, Adopting an Internal Control Policy**
3. **Consideration of Fiscal Year 2019 Auditor Engagement Letter**
4. **Consideration of proposal for ADA Compliant Access Ramp** *(provided under separate cover)*
5. **Ratification of Payment Authorization Nos. 38 - 42**
6. **Review of Monthly Financials** *(provided under separate cover)*

### Other Business

#### **Staff Reports**

- District Counsel
- District Engineer
- District Manager
  - Field Management Update

**Supervisor Requests and Audience Comments**  
**Adjournment**



**Davenport Road South  
Community Development District**

**Minutes**

**MINUTES OF MEETING**

**DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS' MEETING**

**Wednesday January 15, 2020 at 9:48 a.m.**

**Offices of Cassidy Homes,**

**346 East Central Avenue,**

**Winter Haven, Florida 33880**

Board Members present at roll call:

Rennie Heath	Chair	(joined at 9:50 a.m.)
Patrick Marone	Assistant Secretary	
Andrew Rhinehart	Assistant Secretary	
Lauren Schwenk	Assistant Secretary	

Also Present:

Jane Gaarlandt	PFM Group Consulting LLC	
Roy Van Wyk	Hopping Green & Sams, P.A.	
Christina Hanna	PFM Group Consulting. LLC	(via phone)
Various Audience Members		

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

The meeting was called to order approximately at 9:48 a.m. Those in attendance are outlined above.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no public comments at this time.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
December 18, 2019 Board of  
Supervisors' Meeting**

The Board reviewed the Minutes of the December 18, 2019 Board of Supervisors' Meeting.

On MOTION by Mr. Marone, seconded by Ms. Schwenk, with all in favor, the Board approved the Minutes of the December 18, 2019 Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of Agreement between  
the District and Polk County Property  
Appraiser**

Mr. Van Wyk explained that this is the fee for collection of assessments on the Tax Roll.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the Board approved the Agreement between the District and Polk County Property Appraiser.

**FIFTH ORDER OF BUSINESS**

**Consideration of Proposal for ADA  
Compliance Access Ramp**

Ms. Gaarlandt noted that District Management has not yet received a proposal from the District Engineer. Ms. Schwenk asked the location of the ramp. Ms. Gaarlandt replied it is going to be installed by the dog park. The District is required to provide access to that location. Mr. Van Wyk mentioned that Mr. Wood informed him the District should have something next week. This item will be tabled until the next meeting.

Mr. Heath joined the meeting in progress at 9:50 a.m.

**SIXTH ORDER OF BUSINESS**

**Ratification of Payment Authorization  
Nos. 34 - 37**

The Board reviewed payment authorizations numbers 34 – 37.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board ratified Payment Authorization Nos. 34 – 37.

**SEVENTH ORDER OF BUSINESS**

**Review of Monthly Financials**

The Board reviewed the monthly financials through December 31, 2019. There was no action required by the Board.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**District Counsel** – No Report

**District Engineer** – Not Present

**District Manager** – No Report

**NINTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

There were no Supervisor requests or audience comments.

**TENTH ORDER OF BUSINESS**

**Adjournment**

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

ON MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the January 15, 2020 Board of Supervisors' Meeting for the Davenport Road South Community Development District was adjourned.

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

\_\_\_\_\_  
Chairman / Vice Chairman

**Davenport Road South  
Community Development District**

**Resolution 2020-05**

**RESOLUTION 2020-05**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Davenport Road South Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Davenport, Florida; and

**WHEREAS**, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

**WHEREAS**, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

**SECTION 1.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 19<sup>TH</sup> DAY OF FEBRUARY, 2020.**

**ATTEST:**

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

## EXHIBIT “A”

### DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

#### 1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Davenport Road South Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
  - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
  - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
  - 1.2.3. Support economical and efficient operations.
  - 1.2.4. Ensure reliability of financial records and reports.
  - 1.2.5. Safeguard Assets (as hereinafter defined).

#### 2. Definitions.

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.



- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

### **3. Control Environment.**

#### **3.1. Ethical and Honest Behavior.**

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

### **4. Risk Assessment.**

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
  - 4.1.1. Identifying potential hazards.
  - 4.1.2. Evaluating the likelihood and extent of harm.
  - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

## 5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
  - 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
  - 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

## **6. Information and Communication.**

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

## **7. Monitoring Activities.**

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
  - 7.1.1.1. Review its operational processes.
  - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
  - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
  - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** §§ 190.011(5)], 218.33(3), *Florida Statutes*

**Effective date:** February 19, 2020

**Davenport Road South  
Community Development District**

**Fiscal Year 2019 Auditor Engagement Letter**



**Carr, Riggs & Ingram, LLC**  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
Miramar Beach, Florida 32550

December 18, 2019

(850) 837-3141  
(850) 654-4619 (fax)  
CRlcpa.com

Davenport Road South Community Development District  
c/o PFM Group Consulting, LLC  
12051 Corporate Blvd.  
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Davenport Road South Community Development District for the year ended September 30, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Davenport Road South Community Development District as of and for the year ended September 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Davenport Road South Community Development District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Davenport Road South Community Development District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Davenport Road South Community Development District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Davenport Road South Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of Davenport Road South Community Development District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Davenport Road South Community Development District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Davenport Road South Community Development District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of Davenport Road South Community Development District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, as of September 30, 2019. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material



misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's

views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

**Public Records.** Auditor 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:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. 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
- c. 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 the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public

records to the District upon completion of the Agreement, the Auditor shall destroy (except as required by regulation or professional standard to maintain such records) any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor 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.

Auditor 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 Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**PFM Group Consulting, LLC  
Jane Gaarlandt  
12051 Corporate Blvd.  
Orlando, FL 32817  
TELEPHONE: (407) 723-5900**

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 1, 2020 and to issue our final report no later than June 30, 2020. We will submit a preliminary draft audit report to the District for review no later than May 15, 2020. Alan Jowers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$6,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The engagement contemplates an initial contract period of one (1) year. The audit will include all funds maintained by the District including but not limited to general fund, debt-service fund, and capital projects fund. The District will provide a statement describing corrective actions to be taken in response to each of the auditor's recommendations included in the audit report, if any. This letter with any addendum, if applicable, is

the complete and exclusive statement of the agreement between the proposer and the District with respect to the terms of the engagement between the parties. This agreement may be terminated at-will with 30 days' written notice, and the District will pay all invoices for services rendered prior to the date of the notice of termination.

### **Dispute Resolution**

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

### **Governing Law; Venue**

This agreement and performance hereunder shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Polk County, Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

### **Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

We appreciate the opportunity to be of service to Davenport Road South Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Carr, Riggs & Ingram, L.L.C.*

**CARR, RIGGS & INGRAM, LLC**  
**Certified Public Accountants**

RESPONSE:

This letter correctly sets forth the understanding of Davenport Road South Community Development District.

Management signature: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

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

**Davenport Road South  
Community Development District**

**Proposal for ADA Compliant Access Ramp**

*(provided under separate cover)*

**Davenport Road South  
Community Development District**

**Payment Authorization Nos. 38 – 42**

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 38**  
1/10/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Business Observer</b> Legal Advertising on 01/03/2020	20-00012K	\$ 50.31
2	<b>Creative Association Services</b> January Landscaping	6396	\$ 2,390.00
3	<b>Duke Energy</b> Acct: 57014 95486 ; Service 12/04/2019 - 01/06/2020	--	\$ 205.85
	Acct: 34486 92325 ; Service 12/03/2019 - 01/03/2020	--	\$ 17.93
	Acct: 97883 80299 ; Service 12/04/2019 - 01/03/2020	--	\$ 17.19
	Acct: 97970 13229 ; Service 12/03/2019 - 01/03/2020	--	\$ 17.93
4	<b>PFM Group Consulting</b> DM Fee: December 2019	DM-12-2019-0019	\$ 1,666.67
	Website Fee: December 2019	DM-12-2019-0020	\$ 100.00
<b>Total</b>			<b>\$ 4,465.88</b>

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

  
\_\_\_\_\_  
Chairperson

**RECEIVED JAN 14 2020**



**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 39**

1/17/2020

Item No.	Payee	Invoice Number	Amount
1	<b>City of Davenport</b> Acct: 9458 ; Service 12/05/2019 - 01/04/2020	--	\$ 103.80
2	<b>Complete Pool Care</b> February Pool Service	13435	\$ 1,525.00
3	<b>Fuqua Janitorial Services</b> January Clubhouse Cleaning	7993	\$ 765.00
4	<b>Joe G. Tedder, Tax Collector</b> Tax Roll Postage	--	\$ 122.78
5	<b>Navitas</b> Playground Lease	--	\$ 527.41
6	<b>Supervisor Fees - 01/15/2020 Meeting</b>		
	Rennie Heath	--	\$ 200.00
	Lauren Schwenk	--	\$ 200.00
	Patrick Marone	--	\$ 200.00
	Andrew Rhinehart	--	\$ 200.00
<b>Total</b>			<b>\$ 3,843.99</b>

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

  
Chairperson

RECEIVED JAN 20 2020

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 40**

1/24/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Creative Association Services</b> December Irrigation Repairs	6413 O G	\$ 170.05
2	<b>Duke Energy</b> Acct: 66995 79547; Service 12/19/2019 - 01/21/2020	--	\$ 1,242.32
3	<b>PFM Group Consulting</b> DM Fee: January 2020 Website Fee: January 2020	DM-01-2020-0019 DM-01-2020-0020	\$ 1,666.67 \$ 100.00
<b>Total</b>			<b>\$ 3,179.04</b>

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

  
\_\_\_\_\_  
Chairperson

RECEIVED FEB 03 2020

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 41**

1/31/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Hopping Green &amp; Sams</b> General Counsel Through 12/31/2019	112337	\$ 527.00
2	<b>Navitas</b> Playground Lease	--	\$ 1,722.66
3	<b>Orkin</b> Pest Control	193339867	\$ 48.15
4	<b>Spectrum</b> Acct: 50843758-01 ; Service 01/27/2020 - 02/26/2020	84375801012820	\$ 131.97
<b>Total</b>			<b>\$ 2,429.78</b>

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

  
\_\_\_\_\_  
Chairperson

RECEIVED FEB 03 2020

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 42**

2/7/2020

Item No.	Payee	Invoice Number	Amount
<b>1</b>	<b>Duke Energy</b>		
	000 Davenport Blvd Lite ; Service 01/02/2020 - 01/31/2020	--	\$ 1,302.81
	1420 South Blvd W Lite ; Service 01/03/2020 - 02/03/2020	--	\$ 17.93
	101 Sandestin Dr ; Service 01/03/2020 - 02/03/2020	--	\$ 16.40
	1534 South Blvd Lite ; Service 01/03/2020 - 02/03/2020	--	\$ 17.93
	177 Ludisia Loop Lite ; Service 01/06/2020 - 02/04/2020	--	\$ 181.73
<b>2</b>	<b>PFM Group Consulting</b>		
	Reimbursables: November 2019	OE-EXP-00553	\$ 73.26
<b>Total</b>			<b>\$ 1,610.06</b>

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

  
\_\_\_\_\_  
Chairperson

**RECEIVED FEB 10 2020**

**Davenport Road South  
Community Development District**

**Monthly Financials**

**(Provided under separate cover)**