

***Downtown Doral South  
Community Development District***

***April 25, 2017***

# *Downtown Doral South*

## *Community Development District*

5385 N. Nob Hill Road, Sunrise, Florida 33351

Phone: 954-721-8681 - Fax: 954-721-9202

April 18, 2017

**Board of Supervisors  
Downtown Doral South  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Downtown Doral South Community Development District** will be held on **April 25, 2017 at 2:15 p.m. at C.C. Homes, 2020 Salzedo Street, 2<sup>nd</sup> Floor, Coral Gables, Florida, 33134.** Following is the advance agenda:

1. Oath of Office for Mr. Hal Eisenacher
2. Roll Call
3. Organizational Matters
  - A. Consideration of Appointment of Supervisor to Unexpired Term of Office (Seat #5 - 11/2019)
  - B. Oath of Office for Newly Appointed Supervisor
  - C. Election of Officers
4. Approval of Minutes of the February 22, 2017 Meeting
5. Consideration of Engineering Agreement with Alvarez Engineers, Inc. to serve as District Engineer
6. Consideration of **Resolution #2017-23** Approving the Proposed Fiscal Year 2018 Budget and Setting the Public Hearing
7. Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2016
8. Acceptance of Appraisal for Roads/Buffer and Lake Tract
9. Consideration of Property Acquisition Agreement
10. Acceptance of the Lake Tract from Developer and Authorization of Execution of Conveyance Documents
11. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Manager
12. Financial Reports
  - A. Approval of Funding Request **#4**
  - B. Combined Balance Sheet
13. Supervisors Requests and Audience Comments
14. Adjournment

A copy of the minutes from the February 22, 2017 meeting is enclosed for your review.

The fifth order of business is consideration of engineering agreement with Alvarez Engineers, Inc. to serve as District Engineer. A copy of the agreement is enclosed for your review.

The sixth order of business is consideration of **Resolution #2017-23** Approving the Proposed Fiscal Year 2018 Budget and Setting the Public Hearing. Copies of the resolution and proposed budget are enclosed.

The seventh order of business is consideration of engagement letter with Grau & Associates to perform the audit for fiscal year ending September 30, 2016. A copy of the engagement letter is enclosed for your review.

The financials as well as funding request #4 are enclosed. The balance of the agenda is routine in nature and staff will present their reports at the meeting. Any other support documentation will be provided under separate cover as soon as it becomes available or presented at the meeting. I look forward to seeing you at the meeting, and in the meantime if you have any questions, please contact me.

Sincerely,



Rich Hans  
Manager

cc:	Dennis Lyles	Steve Sanford	Jon Kessler	Thomas Alderson	Vanessa Perez
	Juan Alvarez	Rhonda Mossing	Kevin Mulshine	Pedro Hernandez	Tatiana Bravo
	Lissette Viera				

**MINUTES OF THE  
DOWNTOWN DORAL SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Downtown Doral South Community Development District was held on Wednesday, February 22, 2017 at 10:00 a.m. at the offices of CC Homes, 2020 Salzedo Street, 2nd Floor, Coral Gables, Florida.

Present and constituting a quorum were:

Carolina Herrera  
Teresa Baluja  
Ryan Palonka

Vice Chairman  
Assistant Secretary  
Assistant Secretary

Also present were:

Gerry Knight  
Rich Hans  
Lisa Derryberry

District Counsel  
District Manager  
Governmental Management Services

**FIRST ORDER OF BUSINESS**

**Oath of Office for Newly  
Elected Supervisors Elected at  
the Landowners Election**

Mr. Hans: The first thing we need to do is administer the oath of office of our newly elected Board members, so if you would raise your right hands, and state your names for the record, and swear or affirm at the end, so "I".

Ms. Baluja: "Teresa Baluja."

Mr. Palonka: "Ryan Palonka."

Ms. Herrera: "Carolina Herrera."

Mr. Hans: A resident of the State of Florida and citizen of the United States of America, being a Supervisor of the Downtown Doral South Community Development District and recipient of public funds on behalf of the District, do hereby solemnly swear

or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly, and impartially discharge the duties devolving upon me in the office of Supervisor of the Downtown Doral South Community Development District, Miami-Dade County, Florida.

Ms. Herrera: "I do."

Ms. Baluja: "I do."

Mr. Palonka: "I do."

Mr. Hans: Alright so if you would just fill those out, I will notarize those.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Mr. Hans called the meeting to order, called the roll and stated we have a quorum.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Consideration of Resolution #2017-18 Canvassing and Certifying the Results of the Landowners Election**

Mr. Hans: Moving on to organizational matters, we have resolution #2017-18 canvassing and certifying the results of the landowners election. We just went through that and receiving 77 votes we have Hal Eisenacher and 77 votes for Carolina Herrera, and then we had 72 votes for Teri Baluja and 72 votes for Ryan Palonka, and that means that on page two of that resolution the 4 years terms would go to Hal and Carolina, and Teri and Ryan will serve 2 years terms and we do have one seat, which is seat #5 which is vacant at this time. So just a motion approving that resolution would be in order.

On MOTION by Ms. Baluja seconded by Mr. Palonka with all in favor, Resolution #2017-18 canvassing and certifying the results of the Landowners Election was approved.

**B. Consideration of Resolution #2017-19 Electing Officers**

Mr. Hans: As you know after we have an election of Board members we need to go through an election of officers. Our current slate of officers is, and we don't have Hal sworn in yet, but currently we have Hal Eisenacher as chairman, Carolina Herrera as vice chairman, Teri Baluja as assistant secretary, Ryan Palonka as assistant secretary, myself,

Rich Hans as secretary, Patti Powers as treasurer and Luis Hernandez as an assistant secretary. So for the slate for today, can we put Hal in as chairman?

Mr. Knight: Well he's a holdover actually.

Mr. Hans: Ok, so if you want to keep that slate the same as prior, just eliminating Manny Echezarreta from the list for now.

Mr. Palonka: Yes I make a motion to keep it the same, removing Manny.

On MOTION by Mr. Palonka seconded by Ms. Herrera with all in favor, Resolution #2017-19 Electing Officers, keeping the same slate of officers and removing Manny Echezarreta as stated on the record by Rich Hans was approved.

**C. Consideration of Resolution #2017-20 Ratifying Past Board Member Actions**

Mr. Hans: Then we have consideration of resolution #2017-20 ratifying past Board member actions, we had the named people from the ordinance, and now that we have landowners and Board members officially on board, you're just ratifying prior actions.

On MOTION by Ms. Baluja seconded by Mr. Palonka with all in favor, Resolution #2017-20 ratifying past Board member actions was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the January 24, 2017 Meeting**

Mr. Hans: Then we had a meeting on the 24th and the minutes are in your packet. If there are any corrections, additions or deletions now would be the time to take those, and if not, a motion approving those would be in order.

On MOTION by Ms. Baluja seconded by Mr. Palonka with all in favor, the Minutes of the January 24, 2017 Meeting were approved.

**FIFTH ORDER OF BUSINESS**

**Ranking of Respondents to the RFP for District Engineer**

Mr. Hans: Item No. 5 is a ranking of the respondents to the RFP for District engineer. I think these were sent under separate cover as well. There were two respondents, one was SRS Engineering and the other was Alvarez Engineering, and then there's a tally based on experience and so forth, and you can take a look at that and come up with a ranking.

Ms. Herrera: Ok.

Mr. Hans: Juan has significantly more experience in the CDD world.

Ms. Herrera: Yes.

Ms. Baluja: We'll just choose one?

Mr. Hans: Yes, we would need a consensus. If you agree, Carolina has 100 points for Alvarez Engineering and 98 points for SRS Engineering.

Mr. Palonka: Sounds good.

Ms. Baluja: Agreed.

Mr. Hans: Alright so if that's the consensus of the Board, then we're going to rank Juan Alvarez as #1 and SRS as #2. So the motion would be to rank Alvarez Engineering as the #1 and request staff to bring back a contract for the next meeting.

On MOTION by Ms. Baluja seconded by Mr. Palonka with all in favor, ranking the respondents to the RFP for District Engineer, ranking Alvarez Engineering as the #1 firm and authorizing staff to bring back an agreement at the next meeting was approved.

**SIXTH ORDER OF BUSINESS**

**Public Hearing to Adopt the Rules of Procedure**

**A. Motion to Open the Public Hearing**

Mr. Hans: Moving on, we have a public hearing to adopt the rules of procedure, so the first thing we need is a motion to open up our public hearing.

On MOTION by Ms. Baluja seconded by Mr. Palonka with all in favor, opening the Public Hearing was approved.

**B. Public Comment and Discussion**

**C. Adoption of the Rules**

Mr. Hans: Then for the record there is no general public here for any comments or discussion. In the packet was a copy of the rules, if there are any comments or discussion from the Board we can take those.

Ms. Herrera: None.

Mr. Hans: If not, a motion to adopt those rules would be in order.

On MOTION by Ms. Baluja seconded by Ms. Herrera with all in favor, adoption of the Rules were approved.

**D. Motion to Close the Public Hearing**

Mr. Hans: Then we'll motion to close the public hearing on the rules.

On MOTION by Mr. Palonka seconded by Ms. Baluja with all in favor, closing the Public Hearing was approved.

**SEVENTH ORDER OF BUSINESS**

**Public Hearing to Adopt the Fiscal Year 2017 Budget**

**A. Motion to Open the Public Hearing**

Mr. Hans: Moving on to the public hearing to adopt the fiscal year 2017 budget, so just a motion to open up that public hearing would be in order.

On MOTION by Ms. Baluja seconded by Mr. Palonka with all in favor, opening the Public Hearing was approved.

**B. Public Comment and Discussion**

**C. Consideration of Resolution #2017-21 Adopting the Final Budget**

Mr. Hans: Public comment and discussion, there is no general public here for any discussion, so then we have resolution #2017-21 adopting the final budget. It's just an



administrative budget for the balance of this year, so just a motion approving that resolution would be in order.

On MOTION by Mr. Palonka seconded by Ms. Baluja with all in favor, Resolution #2017-21 adopting the final budget was approved.

**D. Motion to Close the Public Hearing**

Mr. Hans: Then just a motion to close the public hearing.

On MOTION by Ms. Baluja seconded by Mr. Palonka with all in favor, closing the Public Hearing was approved.

**EIGHTH ORDER OF BUSINESS**

**Public Hearing to Adopt the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments**

**A. Motion to Open the Public Hearing**

Mr. Hans: Another one on the public hearing that we had advertised was a public hearing to adopt the uniform method of levying, collecting and enforcing Non-Ad Valorem Assessments, so a motion to open up that public hearing would be in order.

On MOTION by Ms. Baluja seconded by Mr. Palonka with all in favor, opening the Public Hearing was approved.

**B. Public Comment and Discussion**

**C. Consideration of Resolution #2017-22 Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments**

Mr. Hans: Again for the record, there's no public for any comment or discussion, if the Board has any questions or discussion on the resolution we can take those.

Ms. Herrera: None.

Mr. Hans: If not, a motion approving resolution #2017-22 would be in order.

On MOTION by Ms. Herrera seconded by Mr. Palonka with all in favor, Resolution #2017-22 expressing the District's intent to utilize the uniform method of levying, collecting and enforcing Non-Ad Valorem Assessments was approved.

**D. Motion to Close the Public Hearing**

Mr. Hans: Then just a motion to close the public hearing.

On MOTION by Ms. Baluja seconded by Ms. Herrera with all in favor, closing the Public Hearing was approved.

**Audit Selection Committee Meeting**

- A. Opening Audit Selection Committee Meeting**
- B. Roll Call**
- C. Ranking of Respondents to RFP**
- D. Adjournment**

Mr. Hans: Then we have the audit selection committee meeting, so we need a motion to open up our audit selection meeting.

On MOTION by Ms. Herrera seconded by Ms. Baluja with all in favor, opening the audit selection committee meeting was approved.

Mr. Hans: Then our audit selection roll call would be Teri, Carolina and Ryan. Then we have ranking of the respondents to the request for proposals. So Carr, Riggs and Grau & Associates were the two respondents to the RFP. Both of them have quite a bit of experience and CDD work, we've dealt with both of them and they're both good. Grau & Associates does probably the lion's share of the ones at least that we manage.

Ms. Herrera: So they're respondent?

Mr. Hans: Yes they've been doing ok, they get it in on time. Again, we have a ranking sheet and it talks about ability and their ability to provide services, knowledge of Districts and so forth. The one thing that's different than the engineers ranking sheet is

that price is a consideration, so if you want to rank those and you can just provide one ranking and if everyone agrees on it we'll accept that.

Ms. Herrera: Are we still doing 3 year contracts with them?

Mr. Hans: Yes, they've actually given us 5 years, so each year they come back with an engagement letter but we don't have to stay with them for 5 years, but each year they'll come back with a letter but they do give us a 5 year pricing.

Ms. Herrera: Correct, but we can terminate it at any time?

Mr. Hans: That's correct.

Ms. Herrera: Ok.

Mr. Hans: So it looks like we have Grau & Associates with 100 points, and Carr, Riggs & Ingram with 85 points, so Grau would be ranked #1 and Carr, Riggs would be #2. If the audit committee is good with that a motion to that nature would be in order.

Mr. Knight: It's the committee that's recommending it right?

Mr. Hans: Yes, the committee is ranking Grau as #1.

On MOTION by Ms. Baluja seconded by Mr. Palonka with all in favor, ranking the respondents to the RFP, ranking Grau & Associates #1 and Carr, Riggs & Ingram #2 was approved.

Mr. Hans: Then just a motion to adjourn our audit selection committee meeting would be in order.

On MOTION by Ms. Herrera seconded by Ms. Baluja with all in favor, the audit selection committee meeting was adjourned.

## **NINTH ORDER OF BUSINESS**

### **Selection of Audit Firms**

Mr. Hans: Now we are in the selection of an auditing firm, the audit selection committee has ranked Grau & Associates as #1, and Carr, Riggs & Ingram as #2, so if the Board is ok with that ranking a motion to approve and enter into an agreement with Grau & Associates would be in order.

On MOTION by Ms. Herrera seconded by Mr. Palonka with all in favor, accepting Grau & Associates as the #1 ranked auditing firm and authorizing staff to enter into an agreement with same as stated on the record was approved.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

Mr. Hans: Moving on to our staff reports, under attorney, Mr. Knight?

**A. Attorney**

Mr. Knight: Nothing to report.

**B. Engineer**

Mr. Hans: Under engineer, we have no engineer here today.

**C. Manager**

Mr. Hans: Under manager, nothing in particular to report, our next meeting is in March, on March 17th, it's a Friday, starting in March they go back and forth on Fridays and then Tuesdays.

Ms. Herrera: Ok, got it.

Mr. Hans: So hopefully we'll remember that as we're driving south.

**ELEVENTH ORDER OF BUSINESS**

**Financial Reports**

**A. Approval of Funding Request #3**

Mr. Hans: Alright, under financial matters we have the approval of funding request #3, is there a motion for that?

On MOTION by Ms. Herrera seconded by Mr. Palonka with all in favor, accepting funding request #3 was approved.

**TWELVTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

Mr. Hans: Then Supervisors requests and audience comments?

Ms. Herrera: None.

Mr. Hans: Alright, and again we have no audience here for any comments.

**THIRTEETH ORDER OF BUSINESS                      Adjournment**

Mr. Hans: Then just a motion to adjourn if we have no other District business.

On MOTION by Ms. Herrera seconded by Ms. Baluja with all in favor, the Meeting was adjourned.

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

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

## Engineering Agreement

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Downtown Doral 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 Downtown Doral 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 meetings 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 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, proposals and contracts, issuance of certificates of construction and payment, assisting

and/or supervising the bidding processes, and any other activity required by the 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 District Engineer is named as owner's representative or "District Engineer".
5. Any other activity related to construction as authorized by the 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.

- 3.1 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.
- 3.2 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:

- 4.1 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.
- 4.2 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 probably 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:

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

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. 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 the 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 the Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Engineer transfers all public records to the District upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the 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. 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. Engineer acknowledges that should Engineer fail to provide the public records to the District within a reasonable time, 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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

Governmental Management Services-South Florida, LLC  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
TELEPHONE: (954) 721-8681  
EMAIL: rhans@gmssf.com

#### 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 t 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. In the event of any termination,

#### 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.  
10305 NW 41<sup>st</sup> Street  
Suite 103  
Miami, Florida 33178

If to District

Downtown Doral South Community  
Development District  
Governmental Management Services  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
Attention: Mr. Rich Hans

With a Copy to:

Billing, Cochran, Lyles, Mauro & Ramsay, P.A.  
Attention: Dennis E. Lyles, Esq.  
515 East Las Olas Boulevard, 6<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

#### 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.

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

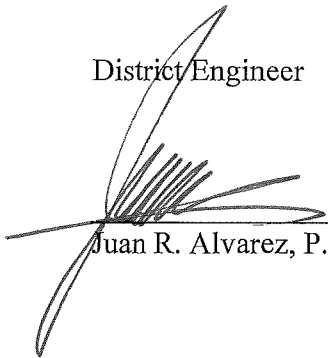
Downtown Doral South Community  
Development District

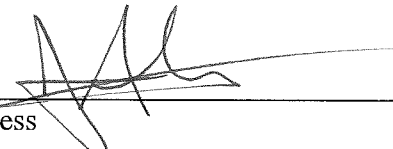
Attest

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

\_\_\_\_\_  
Witness

District Engineer

  
\_\_\_\_\_  
Juan R. Alvarez, P.E.

  
\_\_\_\_\_  
Witness

**Schedule "A"**

**Alvarez Engineers, Inc.**

**Hourly Personnel Billing Rates**

**For Year 2017**

<b>Principal</b> .....	\$ 200.00 / Hour
<b>Chief Engineer</b> .....	\$ 200.00 / Hour
a. Professional Engineer with 20+ years of experience	
<b>Senior Engineer</b> .....	\$ 175.00 / Hour
b. Professional Engineer with 10+ years of experience	
<b>Senior Project Engineer</b> .....	\$ 150.00 / Hour
c. Professional Engineer with 6+ years of experience	
<b>Project Manager</b> .....	\$ 155.00 / Hour
d. Professional Engineer with 5+ years of experience	
<b>Project Engineer</b> .....	\$ 130.00 / Hour
e. Professional Engineer with 2+ years of experience	
<b>Engineer</b> .....	\$ 125.00 / Hour
f. Degreed Engineer	
<b>Computer Aided Designer and Drafter (CADD)</b> .....	\$ 100.00 / Hour
<b>Engineering Technician</b> .....	\$ 90.00 / Hour
g. Engineering degree candidate within 1 year and 1+ year of experience	
<b>Senior Administrative</b> .....	\$ 80.00 / Hour
<b>Administrative</b> .....	\$ 50.00 / Hour



**RESOLUTION 2017-23**

**A RESOLUTION OF THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2018 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW**

**WHEREAS**, the District Manager has prepared the proposed budget for the Fiscal Year 2018; and

**WHEREAS**, the Board of Supervisors approves the proposed budget for purpose of submitting said budget to the local governing authorities not less than 60 days prior to the public hearing date in accordance with Chapter 190.008(b), Florida Statutes: and

**WHEREAS**, the Board of Supervisors desires to set the public hearing date;

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

1. The proposed budget for Fiscal Year 2018 is hereby approved for the purpose of conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: \_\_\_\_\_  
Hour: \_\_\_\_\_  
Place: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice of public hearing shall be published in accordance with Florida Law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017

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

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

***Proposed Budget  
Fiscal Year 2018***

***Downtown Doral South  
Development District***

***April 25, 2017***



# Downtown Doral South

Community Development District

General Fund

Description	FY2017 Adopted Budget	Actual thru 3/31/2017	Projected Next 6 Months	Total Projected at 9/30/2017	FY2018 Proposed Budget
<b>Revenues</b>					
Developer Contributions	\$90,875	\$37,000	\$44,512	\$81,512	\$103,625
<b>Total Revenues</b>	<b>\$90,875</b>	<b>\$37,000</b>	<b>\$44,512</b>	<b>\$81,512</b>	<b>\$103,625</b>
<b>Expenditures</b>					
<b>Administrative</b>					
Engineering	\$15,000	\$550	\$10,000	\$10,550	\$15,000
Arbitrage	\$0	\$0	\$0	\$0	\$1,250
Attorney	\$20,000	\$9,829	\$19,658	\$29,487	\$20,000
Trustee	\$0	\$0	\$0	\$0	\$11,500
Management Fees	\$40,000	\$10,000	\$20,000	\$30,000	\$40,000
Website Admin	\$1,000	\$250	\$500	\$750	\$1,000
Telephone	\$0	\$23	\$46	\$69	\$100
Postage	\$1,300	\$121	\$242	\$363	\$1,300
Insurance	\$7,000	\$2,644	\$0	\$2,644	\$7,000
Printing & Binding	\$3,250	\$686	\$1,372	\$2,058	\$3,250
Legal Advertising	\$2,500	\$3,515	\$1,500	\$5,015	\$2,500
Other Current Charges	\$300	\$0	\$0	\$0	\$200
Office Supplies	\$350	\$142	\$284	\$426	\$350
Dues, Licenses	\$175	\$150	\$0	\$150	\$175
<b>Total Administrative</b>	<b>\$90,875</b>	<b>\$27,910</b>	<b>\$53,602</b>	<b>\$81,512</b>	<b>\$103,625</b>
<b>Assigned Fund Balance</b>	<b>\$0</b>	<b>\$9,090</b>	<b>(\$9,090)</b>	<b>\$0</b>	<b>\$0</b>

**Downtown Doral South**  
**Community Development District**  
GENERAL FUND BUDGET

**REVENUES:**

*Developer Contributions*

It is presently anticipated that the District will enter into a Funding Agreement with the Developer to Fund all General Fund expenditures for the Fiscal Year.

---

**EXPENDITURES:**

**Administrative:**

*Engineering Fees*

The District's engineer will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

*Arbitrage*

The District is required to have an annual arbitrage rebate calculation on the District's Bonds. The District will contract with an independent auditing firm to perform the calculations.

*Dissemination Agent*

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

*Attorney*

The District's legal counsel will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

*Annual Audit*

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

*Trustee Fees*

The District bonds will be held and administered by a Trustee. This represents the banks annual fee.

*Management Fees*

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services – South Florida, LLC.

# **Downtown Doral South Community Development District**

## Computer Time

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – South Florida, LLC.

## Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

## Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

## Insurance

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

## Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc in a newspaper of general circulation.

## Other Current Charges

Bank charges and any other miscellaneous expenses that incurred during the year.

## Website Compliance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

## Office Supplies

Miscellaneous office supplies.

## Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

**Downtown Doral South**  
**Community Development District**

**Debt Service Fund**  
**Series 2016**

<u>Description</u>	<u>FY2017 Proposed Budget</u>	<u>Actual thru 3/31/2017</u>	<u>Projected Next 6 Months</u>	<u>Total Projected at 9/30/2017</u>	<u>FY2018 Proposed Budget</u>
<b><u>REVENUES:</u></b>					
Direct Assessments	\$2,025	\$0	\$2,025	\$2,025	\$189,000
Interest Income	\$0	\$71	\$50	\$121	\$0
<sup>(1)</sup> Carry Forward Surplus	\$0	\$0	\$0	\$0	\$121
<b>TOTAL REVENUES</b>	<b>\$2,025</b>	<b>\$71</b>	<b>\$2,075</b>	<b>\$2,146</b>	<b>\$189,121</b>
<b><u>EXPENDITURES:</u></b>					
Series 2016					
Interest 11/1	\$0	\$0	\$0	\$0	\$94,500
Principal - 11/1	\$2,025	\$0	\$2,025	\$2,025	\$0
Interest - 5/1	\$0	\$0	\$0	\$0	\$94,500
<b>TOTAL EXPENDITURES</b>	<b>\$2,025</b>	<b>\$0</b>	<b>\$2,025</b>	<b>\$2,025</b>	<b>\$189,000</b>
<b>EXCESS REVENUES</b>	<b>\$0</b>	<b>\$71</b>	<b>\$50</b>	<b>\$121</b>	<b>\$121</b>

**Downtown Doral South**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Series 2016, Special Assessment Revenue Bonds**  
**Amortization Schedule**

	<u>DATE</u>	<u>PRINCIPAL BALANCE</u>	<u>RATE</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>TOTAL</u>
(1)	1-May-17	\$ 318,000	1.89%	\$ 2,025.36	\$ -	\$ -
(2)	1-Nov-17	\$ 10,000,000	1.89%	\$ 94,500.00	\$ -	\$ 96,525.36
	1-May-18	\$ 10,000,000	1.89%	\$ 94,500.00	\$ -	\$ -
	1-Nov-18	\$ 10,000,000	1.89%	\$ 94,500.00	\$ -	\$ 189,000.00
	1-May-19	\$ 10,000,000	1.89%	\$ 94,500.00	\$ -	\$ -
	1-Nov-19	\$ 10,000,000	1.89%	\$ 94,500.00	\$ -	\$ 189,000.00
	1-May-20	\$ 10,000,000	1.89%	\$ 94,500.00	\$ -	\$ -
	1-Nov-20	\$ 10,000,000	1.89%	\$ 94,500.00	\$ -	\$ 189,000.00
	1-May-21	\$ 10,000,000	1.89%	\$ 94,500.00	\$ 10,000,000.00	\$ 10,094,500.00
			<u>Total</u>	<u>\$ 758,025.36</u>	<u>\$ 10,000,000.00</u>	<u>\$ 10,758,025.36</u>

(1) Represents Interest from 12/28/16 through 5/1/17

(2) Assumes full Principal amount drawn by 9/30/17



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

2700 North Military Trail • Suite 350  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
[www.graucpa.com](http://www.graucpa.com)

April 17, 2017

Board of Supervisors  
Attn: Patti Powers  
Downtown Doral South Community Development District  
5385 N. Nob Hill Road  
Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Downtown Doral South Community Development District, Miami-Dade County, Florida (the "District") for the fiscal year ended September 30, 2017 with an option for four annual renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Downtown Doral South Community Development District as of and for the fiscal year ended September 30, 2017 with an option for four annual renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

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 the 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 the 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 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 the 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 the District's financial statements. 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 or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is 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 an opinion, we may decline to express an opinion or issue a report, 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 District'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 District'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 the 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



**Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. 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 or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance 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 issue a report, or may withdraw from this engagement.

**Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes 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*. 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. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable 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. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

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.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us 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.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **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 rather than absolute 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. 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 Controls**

Our audit will include obtaining an understanding of the District 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. 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 the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, if applicable. 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*.

#### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates 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 a cognizant or oversight agency 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 Grau & Associates 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. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

This is a one year agreement with the option for four annual renewals. Our fee for these services will not exceed \$3,400 for the September 30, 2017 audit. The fees for fiscal years 2018, 2019, 2020 and 2021 will not exceed \$3,500, \$3,600, \$3,700 and \$3,800, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. 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.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 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.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Downtown Doral 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,

Grau & Associates



\_\_\_\_\_  
Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Downtown Doral South Community Development District.

By: \_\_\_\_\_

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

Date: \_\_\_\_\_



## PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

# Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in cursive script, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair  
AICPA Peer Review Board  
2016

# Downtown Doral South

Community Development District

Funding Request #4

April 25, 2017

<b>PAYEE</b>		<b>GENERAL FUND</b>
<b>1 ALM Media, LLC</b>		
Inv# 191786 - Notice of Public Hearing	\$	170.30
Inv# 191778 - Notice of Landowners Meeting	\$	218.16
Inv# 176708 - Notice of Org Meeting	\$	74.10
Inv# 189473 - Notice of Intent	\$	388.12
Inv# 197138 - Notice of Regular & Audit Committee	\$	58.18
<b>2 Alvarez Engineers, Inc.</b>		
Inv# 4176 - Engineering Services (Jan 17)	\$	550.00
<b>3 Billing, Cochran, Lyles, Mauro &amp; Ramsey, PA</b>		
Inv# 139595 - General Counsel (Jan 17)	\$	2,686.80
Inv# 140275 - General Counsel (Feb 17)	\$	2,392.20
<b>4 Department of Economic Opportunity</b>		
Inv# 63450 - Special District Fee - FY17	\$	150.00
<b>5 FedEx</b>		
Inv# 5-707-38342	\$	14.76
<b>6 GMS-South Florida, LLC</b>		
Inv# 4 - Management Fees & Expenses (Mar 17)	\$	3,620.10
Inv# 5 - Management Fees & Expenses (Apr 17)	\$	3,463.83
<b>7 Credit on Insurance Funding</b>		
Funded \$6,500, Actual \$2,644	\$	(3,856.00)
<b>TOTAL</b>	<b>\$</b>	<b>9,930.55</b>

Please make check payable to:

**Downtown Doral South CDD**  
5385 N Nob Hill Road  
Sunrise, FL 33351  
(954) 721-8681

**Downtown Doral South**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
 March 31, 2017

	<u>Governmental Fund Types</u>			<u>Totals</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>(Memorandum Only)</u> <u>2017</u>
<b>ASSETS:</b>				
Cash	\$11,488	---	---	\$11,488
Investments:				
Reserve	---	\$75,071	---	\$75,071
Revenue	---	\$0	---	\$0
Construction	---	---	\$0	\$0
Cost of Issuance	---	---	\$2,707	\$2,707
Due from Developer	\$9,568	---	---	\$9,568
Due from Capital Projects	\$0	---	---	\$0
<b>TOTAL ASSETS</b>	<u>\$21,056</u>	<u>\$75,071</u>	<u>\$2,707</u>	<u>\$98,834</u>
<b>LIABILITIES:</b>				
Accounts Payable	\$8,347	---	---	\$8,347
<b>FUND BALANCES:</b>				
Reserved for Debt Service	---	\$75,071	---	\$75,071
Reserved for Capital Projects	---	---	\$2,707	\$2,707
Unreserved	\$12,710	---	---	\$12,710
<b>TOTAL LIABILITIES &amp; FUND EQUITY &amp; OTHER CREDITS</b>	<u>\$21,056</u>	<u>\$75,071</u>	<u>\$2,707</u>	<u>\$98,834</u>

**Downtown Doral South  
COMMUNITY DEVELOPMENT DISTRICT**

**General Fund**

Statement of Revenues & Expenditures  
For The Period Ending March 31, 2017

	ADOPTED BUDGET	PRORATED THRU 3/31/17	ACTUAL THRU 3/31/17	VARIANCE
<b>Revenues</b>				
Developer Contributions	\$90,875	\$0	\$37,000	\$37,000
<b>TOTAL REVENUES</b>	<b>\$90,875</b>	<b>\$0</b>	<b>\$37,000</b>	<b>\$37,000</b>
<b>Expenditures</b>				
<i>Administrative</i>				
Engineering	\$15,000	\$8,750	\$550	\$8,200
Attorney	\$20,000	\$11,667	\$9,829	\$1,838
Management Fees	\$40,000	\$23,333	\$6,667	\$16,667
Website Admin	\$1,000	\$583	\$167	\$417
Telephone	\$0	\$0	\$23	(\$23)
Postage	\$1,300	\$758	\$117	\$641
Insurance	\$7,000	\$2,644	\$2,644	\$0
Printing & Binding	\$3,250	\$1,896	\$505	\$1,391
Legal Advertising	\$2,500	\$1,458	\$3,515	(\$2,057)
Office Supplies	\$350	\$204	\$125	\$79
Dues, Licenses & Subscriptions	\$175	\$175	\$150	\$25
Other Current Charges	\$300	\$175	\$0	\$175
<b>TOTAL EXPENDITURES</b>	<b>\$90,875</b>	<b>\$51,644</b>	<b>\$24,290</b>	<b>\$27,354</b>
EXCESS REVENUES (EXPENDITURES)	\$0		\$12,710	
FUND BALANCE - Beginning			\$0	
FUND BALANCE - Ending			\$12,710	

**Downtown Doral South**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND**  
Statement of Revenues & Expenditures  
For The Period Ending March 31, 2017

	<u>PROPOSED BUDGET</u>	<u>PRORATED THRU 3/31/17</u>	<u>ACTUAL THRU 3/31/17</u>	<u>VARIANCE</u>
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$71	\$71
Direct Assessments	\$2,025	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<u>\$2,025</u>	<u>\$0</u>	<u>\$71</u>	<u>\$71</u>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2016</u></b>				
Interest Expense - 11/1	\$0	\$0	\$0	\$0
Interest Expense - 05/1	\$2,025	\$0	\$0	\$0
Principal Expense - 05/1	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<u>\$2,025</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b><u>OTHER SOURCES/(USES):</u></b>				
Bond Proceeds	\$75,000	\$75,000	\$75,000	\$0
<b>TOTAL OTHER</b>	<u>\$75,000</u>	<u>\$0</u>	<u>\$75,000</u>	<u>\$0</u>
EXCESS REVENUES (EXPENDITURES)	\$75,000		<u>\$75,071</u>	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$75,000		<u><u>\$75,071</u></u>	



**Downtown Doral South**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS FUND**  
Statement of Revenues & Expenditures  
For The Period Ending March 31, 2017

	ADOPTED BUDGET	PRORATED THRU 3/31/17	ACTUAL THRU 3/31/17	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$7	\$7
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7</b>	<b>\$7</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
Cost of Issuance	\$0	\$0	\$240,300	(\$240,300)
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$240,300</b>	<b>(\$240,300)</b>
<b><u>OTHER SOURCES/(USES):</u></b>				
Bond Proceeds	\$0	\$0	\$243,000	\$243,000
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$243,000</b>	<b>\$243,000</b>
EXCESS REVENUES (EXPENDITURES)	\$0		<u>\$2,707</u>	
FUND BALANCE - Beginning			\$0	
FUND BALANCE - Ending			<u><u>\$2,707</u></u>	

# Downtown Doral South

## COMMUNITY DEVELOPMENT DISTRICT

Bond Issue:	<b><u>Series 2016 Special Assessment Bonds</u></b>
Original Issue Amount:	<b>\$10,000,000</b>
Interest Rate:	1.89%
Maturity Date:	November 1, 2021
Reserve Fund Requirement:	\$75,000.00
Bonds outstanding - 12/28/16	\$318,000
Less:	\$0
	\$0
Current Bonds Outstanding:	<b><u><u>\$318,000</u></u></b>