

**THE QUARRY
COMMUNITY DEVELOPMENT DISTRICT
OCTOBER 19, 2020**

AGENDA PACKAGE

The Quarry Community Development District

Inframark, Infrastructure Management Services

210 North University Drive Suite 702, Coral Springs, Florida 33071

Telephone: 954-603-0033; Fax: 954-345-1292

October 12, 2020

Board of Supervisors

The Quarry Community Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of The Quarry Community Development District will be held on Monday October 19, 2020 at 1:00 PM. The meeting will be conducted by **ZOOM: Meeting Link:**[https://us02web.zoom.us/j/81149422180?pwd=YjBaQmM0SXUvNmhwG1WK1QxTTlvUT09](https://us02web.zoom.us/j/81149422180?pwd=YjBaQmM0SXUvNmhwG1WK1QxTTlvUT09;); **Meeting ID: 811 4942 2180; Password: 804901; Call-in # 1 646 558 8656**, pursuant to Executive Orders 20-52 and 20-69 issued by Florida Governor Ron DeSantis due to the current COVID-19 public health emergency. While it is necessary to hold the meeting utilizing communications technology, the District fully encourages public participation in a safe and efficient manner. Additionally, participants are encouraged to submit questions and comments to the District Manager at least 24 hours in advance of the meeting by email to bob.koncar@inframark.com to facilitate the Board's consideration of such questions and comments during the meeting. The email subject should be "Written Comments: The Quarry October 19, 2020" and the email must provide your name, address, and email address. Future meetings may be cancelled, or locations and technology may be changed, so please refer to the District's website www.quarrycdd.org for current information.

1. Call to Order

2. Approval of Agenda

3. Public Comments on Agenda Items

4. District Manager's Report

A. Update on Action Items from Meeting Notes - *page 6*

B. Approval of the September 21, 2020 Meeting Minutes – *page 10*

C. Acceptance of the Financial Report, and Approval of the Check Register and Invoices of September 2020 – *page 24*

D. Review and Consideration of Lake Maintenance RFP bids

5. Attorney's Report

A. Attorney's Written Report - *page 48*

6. Engineer's Report

A. Engineer's Written Report – *page 51*

7. Business Items

A. FEMA Update

8. New Business Items

A. Consideration of Proposal from Collier Environmental Services – *page 54*

9. Old Business Items

A. Update of CD101 Book

B. Resident Inquiry

10. Supervisor Requests/Reports

- *Chairman's Report: Mr. Omland – page 76*
- *Lake & Preserve: Mr. Flister – page 77*
- *Liaison:*
 - *QCA*
 - *HBCDD – Mr. Flister*
 - *HBUA*

11. QCA Modification Committee/CDD Easement Requests

A. New and Pending Approvals

12. Audience Comments

13. Adjournment

The next scheduled meeting: Monday November 16, 2020

All other supporting documents for agenda items are enclosed or will be distributed separately. The balance of the agenda is routine in nature and staff will present their reports at the meeting. I look forward to seeing you at the meeting and in the meantime, if you have any questions, please contact me at (904) 626-0593.

Sincerely,

Bob Koncar

Bob Koncar
District Manager

cc: Jere Earlywine Jeffrey Satfield Wes Haber Albert Lopez

Fourth Order of Business

4A

The Quarry Community Development District

ACTION ITEMS/FOLLOW-UP

Item	Assigned to	Completed
Trash in Ponds: As far as trash/debris pick up goes we can have a guy come and just pick up lake trash/debris for the day. He would have a UTV with an empty bed, trash bags, etc, and would drive the Quarry lakes picking up any trash or debris around/in the lakes. The day rate for that would be \$300.00. We can schedule one day per month for this service and add it to the contract or just be on call and do as required.	Justin and Bob	Completed
Posting of the Agenda Package: Post the entire agenda package for the October meeting.	Inframark Finance Team	Completed
Website Pages: the District still has 559 pages available until December 31 st . On January 1 st , they will be refreshed with 750 pages for the year. For every page that goes above the 750 pages in a year there is a \$.98 cent charge per page.	Sandra DeMarco	Completed
Bond Refinancing: We completed a conference call with Brett Sealy and provide him with the additional information he needed. Brett will be on the Zoom call for the meeting on the 19 th .	Bob Koncar and Wes Haber	Completed
Drop Box: Establish a drop box for Quarry CDD.	Recording Department	Completed

The Quarry Community Development District

ACTION ITEMS/FOLLOW-UP

Methodology Contract: Get the agreement with REE (methodology report) executed and provide them notice to proceed.	Chairman and Bob Koncar	Completed
Remove item 10 Action Items from the agenda for future agendas.	Alison - Recording	Completed
Mitigation of Emails: Follow up on email quotes: below are the quotes from Go Daddy, we will obtain additional quotes for comparison(for six emails): <ul style="list-style-type: none"> • 6 - O365 Emails with No Backups or Archiving is \$1,103.28 for a 1 year term (\$503.28 for email plus one-time \$600 fee for migration), every year after would be \$503.28. • 6 - O365 Emails with No Backups Or Archiving is \$1,509.84 for a 3 year term (\$503.28 per year for email paid upfront but the one-time fee of \$600 would be waived). • 6 – O365 Emails with Backup* is \$1,318 per year plus a one-time \$600 fee for the migration. <p>6 – O365 Emails with Backup* is \$1,708.56 for a 3 year term (\$569.52 per year for email paid upfront but the one-time fee of \$600 migration would be The process for both would be as follows:</p> <p><u>Migration Process:</u></p> <ul style="list-style-type: none"> • New emails are set up for each Board member. • An IT technician will need access to the Board member's old email accounts in order to 	Sandra Demarco	Completed

The Quarry Community Development District

ACTION ITEMS/FOLLOW-UP

<p>transfer the emails from the current servers to the new server, which will be either GoDaddy's Outlook 365 server or Complete IT's Gmail server.</p> <ul style="list-style-type: none"> • All emails will be transferred, so if they are using their personal accounts where they receive both work and personal emails, they will all be transferred. If that is the case and the Board members do not want all their emails transferred, they would have to forward any CDD business emails to the new address. • Both companies would archive the emails so they would be available for public records requests. 		
<p>RFP Advertisement: Advertise the RFP for lake maintenance for removal of exotic plants.</p>	Recording Department	Completed

4B

**MINUTES OF MEETING
THE QUARRY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Quarry Community Development District was held Monday September 21, 2020 at 1:01 p.m. via ZOOM pursuant to Executive Order 20-69 and Section 120.54(5)(b)2, Florida Statutes.

Present and constituting a quorum were:

Stanley T. Omland	Chairman
Lloyd Schliep	Vice-Chairman
Timothy B. Cantwell	Assistant Secretary
William Flister	Assistant Secretary

Also present were:

Bob Koncar	District Manager
Wes Haber	District Counsel
Albert Lopez	District Engineer
Brett Sealy	MBC Capital
Number of Residents	

The following is a summary of the discussions and actions taken at the September 21, 2020 Quarry Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Call to Order

- Mr. Koncar called the roll and a quorum was established.

SECOND ORDER OF BUSINESS

Approval of Agenda

- Mr. Omland requested any additions, deletions, or corrections to the agenda.

On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in favor the meeting agenda was approved as presented. 4-0

THIRD ORDER OF BUSINESS

Public Comment on Agenda

- No public comments were received on the agenda.

FOURTH ORDER OF BUSINESS

District Manager's Report

A. Update on Action Items on Meeting Notes

- Mr. Koncar asked the Board to refer to the email he sent on Friday as it summarizes the items which they need to follow-up on before the action items.

- Discussion was had regarding the trash in the pond area. Mr. Omland asked Mr. Koncar to target this as an action item to resolve the responsibility for the clean-up and to ensure it is a CDD responsibility and work with CES to get it as an add-on to their contract for an instant by instant clean up.
- Mr. Koncar informed the Board as of July a new legislative has been put in place where only the agenda page has to be posted to the website versus the agenda package. The question is, does the Board want to continue to post the entire agenda package or just the agenda page. Mr. Koncar reminded the Board of the original contractual agreement which was for 750 pages for the first year and after which there will be charges per pages over that amount which they will be responsible to pay as it will be a charge per page to convert them to ADA compliant.
- Mr. Omland stated in discussion with Mr. Koncar, he was informed if they post the agenda page they can notate to reach out to Mr. Koncar if they wish to receive a copy of the agenda package. However, Mr. Omland feels there is a deterrence to not have the entire agenda package available on line but until they can evaluate the cost to have the entire agenda package posted they cannot really evaluate what the correct choice is.
- Mr. Koncar stated they did the Campus Suite contract in March of this year, so what he suggests for the next meeting (October meeting) to post the entire package by which time he will be able to get all of the numbers and find out how many pages they have already used, what is left and the cost per page.
- Mr. Koncar stated they had the discussion at the last meeting to get the Board members on District emails, so the Board is not using their personal email. There were four options, the best option is with GoDaddy for \$1,708.56 which is for a three-year maintenance of the email system. This is the lowest price as the first two do not include security and backup and back up is needed especially for records request. GoDaddy is looking for a payment of \$1,700 and have waived the \$8.56, and the \$600 migration fee.
- Mr. Cantwell asked if they are speaking of migrating their legacy accounts from their personal accounts into this system. Mr. Koncar stated what they do is take existing emails in the system and migrate them to the new system so everything could be found under the new district email sign in. Mr. Cantwell stated what is in their system which may have been to and from Inframark, would be migrated. It would not be incumbent upon them to segregate personal emails from District emails or go through those themselves in order to get it to them for migration. Mr. Koncar explained the process.

- Mr. Koncar stated it shows six emails because they need five for the Board members and one as an administrative email.
- Mr. Schliep recommended they go with the abbreviated agenda but there may be members of the QCA who may wish to have a designated supervisor added to the distribution list. Mr. Cantwell agreed with Mr. Schliep on this and mentioned the Dropbox.
- Mr. Koncar explained how they use the Dropbox and stated once they reached the two gigabytes there would have to pay to increase the storage at a cost of \$115 a year. Mr. Cantwell believes to have the ability to access all of their records answers the problem of hosting more than 750 pages a year. He feels they need to get their emails set up and the Dropbox setup and direct people to the Dropbox should they require more than just the simple agenda and they keep the posting to a minimum and use the Dropbox for the backup for everything.
- Mr. Flister stated it sounds reasonable. Mr. Omland requested Mr. Koncar set up a Dropbox and post the full agenda packages in the Dropbox.
- Mr. Omland moved to have the email system set up subject to confirmation of the migration and add the Dropbox for additional documents.
- Mr. Cantwell stated as per Mr. Schliep after the October meeting to post the agenda and posting a notification should anyone require or desire an entire agenda package.

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor authorization to establish for the District Board members a contract for an email system for three years at a cost of \$1,700 which includes backup and migration and waiving the \$600 migration fee. Posting of the full agenda package on the website for the October meeting and thereafter post the agenda page only and create a Dropbox for the District was approved. 4-0

B. Approval of the August 17, 2020 Meeting Minutes

- Mr. Omland asked if there were any deletions, corrections, or changes to the minutes. There being none,

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor the minutes of meeting of August 17, 2020 were approved. 4-0

C. Acceptance of the Financial Report, and Approval of the Check Register and Invoices for August 2020

- Mr. Koncar presented the financial report for August 2020.

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor the financial report for August 2020 was accepted and the check register and invoices for August were approved. 4-0

D. Acceptance of the Financial FY2020 Audit Engagement Letter

- Mr. Koncar presented the financial FY2020 audit engagement letter from Berger, Toombs, Elam, Gaines & Frank. They have an independent auditor each year and their engagement for the 2020 audit is \$4,900 which they have budgeted in this years' budget.

On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in favor the FY2020 audit engagement letter from Berger, Toombs Elam, Gaines & Frank was accepted. 4-0

E. Consideration of the Underwriting Agreement with MBC Capital Markets

- Mr. Koncar stated he was tasked with getting in touch with financial firms to look at the Districts current debt structure and see if there is any financial advantage to refunding given the current state of the market. He reached out to Brett Sealy of MBC Capital Markets who is the principle there and with whom they have worked with for years. Mr. Koncar and Mr. Haber had an opportunity to review the slide show which was sent via email on Friday to the Board.
- Mr. Sealy introduced himself to the Board and stated in order for them to comply with current regulation before they provide any advisory to the Board, pursuant to a specific transaction and for them to maintain their underwriters' exemption their goal would be to engage with the underwriter for the transaction they first have to be engaged by the District to give specific advice.
- They provided a form of their investment banking agreement which essentially supplies for their engagement of this meeting at no cost and immediately terminating their engagement after the presentation. Following the engagement, they can make the presentation and go ahead and make specific advisory to the Board as it relates to its refunding options.
- Mr. Sealy provided a quick background of his firm which specializes in Community Development District finance and have been doing this for the better part of 25 years. They have completed about 15 billion dollars of CDD financing representing about a thousand separate transactions in the last ten years. Since they transitioned their group from their prior firm Prager Sealy, they underwrote the original series of bonds issued by the District. They have completed about 170 refinancing for Community Development Districts including the transaction done for this District in 2015. Before proceeding, Mr. Sealy stated he would be happy to answer any questions related

to his firms' experience or the necessity for an engagement prior to making the presentation. He will respectfully request they engage them for the purpose of being able to make the presentation and then the Board can decide whether they wish to proceed or not proceed.

- Mr. Omland stated on the second page of their agreement where they talk about fees on their execution of this agreement today in terms of a presentation does not align them to the fees that they have published. Mr. Sealy stated this was correct to the extent they wished to terminate their arrangement following their engagement and presentation at the Board meeting they have no liability toward this agreement.
- Mr. Omland questioned their typical fee of 1.25% of the principle amount of the bonds, if he were to do a survey of the market place would he see a standard rate of 1.25% or would he see a range of that placement fee. If they were to refinance all three of the bonds it would amount to 18 to 20 million dollars. How negotiable is the 1.25%? Mr. Sealy stated what they have gone ahead and done was reduce the fee to be consistent with what they charged the District back in 2015, generally they charge on refinancing somewhere between a point to a point and half depending on the underlying dynamics, the complexities of the transaction, the number of series of bonds that may need to be refinanced but all of the fees that are charged in conjunction with refinancing is a matter of public record as you can imagine. The 1.25% is representative of the fee which they previously charged and the discounted fee to the typical 1 ½% they may charge for a transaction similar to this in which there are three separate series of bonds outstanding.
- For the purposes of today's discussion Mr. Omland is comfortable executing this agreement knowing the issue of the equitable fees still is put on the bonds but they are not committing to that published in the proposal, but they need to execute this in order to commence with the next rounds of discussions.
- Mr. Schliep asked Mr. Sealy if his fee is negotiable. Mr. Sealy answered the second part first, it is representative of the current market, the discounts is what they typically charge in terms of a direct response whether it is negotiable their preference is to be engaged at this fee level with the understanding that there is some complexity with three series of bonds. Further discussion ensued as it relates to the fee.
- Mr. Sealy stated while contemplating for today's meeting, is that the CDD signs the agreement so they can hear the presentation and ultimately if they are unhappy with the presentation, they can terminate the agreement. If they do not terminate the agreement, then the agreement the District is signing has that typical fee to the extent that MBS moves forward so if they do not

terminate the agreement it has the 1.25% in the agreement and it does say the fee will be paid on the proceeds of the bonds, but if the bonds are not issued there is no fee.

- To the extent Mr. Sealy or MBS is moving forward with the transaction because they do not terminate because the District is interested in Mr. Sealy's company doing more work, he thinks that both parties should come away with this meeting with the Districts' understanding is with the fee.
- Further discussion ensued on this matter.

On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in favor engaging MBS for the purpose of establishing the validity of refinancing the Districts' debt and execute the underwriting agreement was approved. 4-0

- Mr. Omland asked if they needed to sign the agreement or having the motion was agreeable. This was agreeable with Mr. Sealy.
- Mr. Sealy shared the presentation with the Board. Mr. Sealy stated as mentioned they have done 15 billion of CDD transactions and about 1,000 separate transactions over the course of 30 years. This is not part of what they do, this is the only thing they do.
- Mr. Sealy reviewed each section of the slide presentation with the Board.
 - Outstanding bonds
 - There are three series of bonds that are outstanding which are 2015, 2018 and 2019.
 - The part outstanding on the 2015 is \$13,335,000 average interest rate is less than 4% the bonds are currently callable and final maturity at the end of May 2036.
 - The 2018 series is outstanding in the amount of \$3,308,000 average interest rate is also actually callable at this point in time and final maturity 5.1.33
 - The 2019 bonds will be outstanding following November 1 redemption in the amount of \$2,341,000 under that assumption that \$850,000 is repayment as discussed earlier in the Board meeting does in fact occur as plan on November 1. The average interest rate is there is 4, 7 and 8. These bonds are also callable at this time final maturity May 1, 2029.
- Further discussion ensued on this presentation and questions were asked and responded to.
- Mr. Omland thanked Mr. Sealy for the time and effort put into the presentation and the time and work provided by his firm. He stated he heard the tone of the Board and they are inclined to consider an approach they just do not know which approach it is they should do and he thinks by

212 delaying a decision it is hurting themselves but he believes they need certain answers. What he
213 would like to do is invite Mr. Sealy to attend next month's meeting to do a new contract to re-
214 engage them.

- 215 • Further discussion on this matter.
- 216 • Mr. Koncar questioned whether the Board wanted staff to get proposals with other underwriters
217 based on the Board's concern of cost, and since this takes up at the Board he suggested they
218 schedule a continued meeting a week before the regular meeting and have this as the only topic
219 unless the governor does not extend the EO it will have to be an in person meeting, but his point
220 is they will have one meeting to focus on this issue opposed to tying up the week after with regular
221 as they do have regular agenda items to also discuss.
- 222 • Mr. Omland stated that was a good point and asked if the Board was okay with a continuance,
223 the Board was in agreement.
- 224 • Mr. Cantwell stated Mr. Koncar had two questions along with the continuation he asked about
225 whether they should ask another source and again as he stated to Mr. Sealy this was nothing
226 personal against him in his own business he has to compete every single day and he expects the
227 same thing with the people he works with which is demanded of him every time he has to deal
228 with a customer. At the last meeting, they had based this upon today's market conditions that it
229 would probably be a good thing to investigate for refinancing the bonds because of the structure
230 of the Sunshine laws this has escalated tremendously. Mr. Cantwell stated he believes they
231 should make sure what Mr. Sealy is proposing is market place they do not necessarily have to go
232 with the low bid.
- 233 • Mr. Sealy stated he understood 100% and they are happy to continue the efforts regardless of
234 efforts that they put in this point if it would help he would be happy to provide them with their
235 fee with every refinancing that they have undertaken over the last 24 months in conjunction the
236 provision that the information will be helpful to the extent they elect another contract.
- 237 • Mr. Haber stated there is no obligation for this service to have multiple bids, but they are certainly
238 entitled to do so.
- 239 • Mr. Omland stated if they drop the fee to 1% he would support Mr. Sealy's firm pursuit of this to
240 whatever direction they ended up going and asked if this is something his firm would consider.
241 Further discussion ensued on this matter.

On MOTION by Mr. Cantwell seconded by Mr. Schliep with all in favor to continue the process of refinancing the bonds with MBS Capital and authorization to execute the credit package documents was approved. 4-0

- Further discussion ensued regarding assessments as it relates to the bond well as FEMA reimbursement funds use.

F. Consideration of and O & M Methodology Proposal

- Mr. Omland stated last November, December, January former Chairman Cingle had been meeting with the Golf Club and an assessment methodology expert in the interest of re-establishing their assessment. The proposal has been provided in the agenda package and it is a tried and tested approach to CDD assessment based on storm water impacts and improvise coverage. Mr. Cingle contacted this firm and he has continued the discussion and he has the new proposal which is included in the agenda package. There was an option in there to include the HBUA which they are not to include but will discuss at another time. This has been budgeted in their budget and he asked the Board to take a look. He would ask the Board authorize the execution of this proposal subject to any questions or comments the Board would have.
- Mr. Cantwell wished to clarify if what they would be approving is just Quarry Community Development District at \$7,500. Mr. Omland clarified this.

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor the methodology study proposal prepared by Real Estates Econometrics in the amount of \$7,500 for the Quarry Community Development District was approved. 4-0

G. Consideration of Lakes Maintenance RFP

- Mr. Koncar stated this was previously distributed to the Board and Mr. Flister may wish to make some comments on this.
- Mr. Flister stated his recommendation that they separate the lake contract from the preserve contract and his reason for this is if you combine the two, it will be a very large RFP and will require a lot more work sending out the request to everybody rather than limiting it to just three contractors which they could do because the total would be less the \$195,000. His recommendation is to separate the two and have three contractors come in and have them review the work to be done and break it down to level 1 which is the immediate stuff which has

to be done then they do the next level next year which would cover the levels 2 and 3 work which has to be done to the conservation area. He can make those modifications to the RFP so when they get it out, get the contractors in sit them down, get their opinions that way at the next meeting (October) hopefully he can come back and have the three contractors identified and get their proposals to give them a cost of what it will be to do this work and then go for an approval in November and start the work in January.

- Mr. Haber stated these are two separate projects and having two separate contracts makes sense, for flexibility if they are happy with the contractor with one part and not the other they can terminate.

On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in favor issuance of the modified RFP for the removal of exotic plants in the District was approved. 4-0

FIFTH ORDER OF BUSINESS

Attorney's Report

A. Attorney's Written Report

- Mr. Haber provided his written report to the Board and indicated there were no additional items to be added. He did however, have conversation with the Chair and Michael Traficante regarding the proposed deposition which was discussed at a prior meeting and then with regards to today's conversation on the refinance of the bonds, he is happy to answer any questions.

SIXTH ORDER OF BUSINESS

Engineer's Report

A. Engineer's Written Report

- Mr. Lopez stated there have been no additional variance requests in the last month. There have been no homeowners' issues either. The only pending contract they have is the water quality testing.

B. Discussion of CPH Project No Q0502.1 and Q0504

- Mr. Lopez stated this is an issue which was brought to them by Inframark based on one of their invoices. Mr. Faircloth stated he was asked to review all invoices coming in for the District and this invoice is related to a project which should have been in the construction fund. This invoice was received after the totals were given of this project at this time he did not feel he had the authorization to pay this out of the general fund and felt the Board needed to make a determination whether they wanted to object to this invoice or pay it out of the general fund since the construction fund has been closed.

- Mr. Omland stated to Mr. Lopez that they have closed it out and tried to terminate the assessment of fees and invoices so they can return funds to the bond and get the community back some money.
- Mr. Omland questioned Mr. Lopez regarding this invoice dated July 17, 2020 as it relates to Mr. Satfield's two-hour conference call. Mr. Lopez stated it was an internal conference call which is part of their final certification form and this could have been an oversight on his end or his accounting team for not getting this out in a timely manner but he also knows they were trying to wrap things up at the same they were certifying the completion of the project so that is the explanation for those two hours. Mr. Omland cannot imagine how he spent two hours on what was a form that needed adjustments in language which Mr. Haber drafted and provided to Mr. Satfield to sign. Mr. Lopez was asked to do more research and provide a little more explanation as to what was going on that date and those two hours. Mr. Omland does not accept the two-hour charge and would like more details on this. This invoice will be tabled until further information can be provided to the Board.

SEVENTH ORDER OF BUSINESS**Business Items****A. FEMA Update**

- Mr. Omland indicated they have several more levels to go in the approval process. They are currently at the environmental historic preservation review after that it goes to Final review then it goes to a large project review and then it goes to the State review. He asked for a timeline and was told it might be early to mid-next year or could be sooner or could be later. There is no definitive answer on timing, but they are still in a positive trend and they have now elevated their reimbursement amount upward to a number that is very pleasing.

EIGHTH ORDER OF BUSINESS**New Business Items**

- Cheryl from QCA asked about the dollar amount for FEMA, Mr. Omland stated it is currently over the 2 million dollar amount, she thought at the previous CDD meeting that he indicated the offer was 2 million and that was publicly stated she is wondering if they are still in that realm.
- She discussed the ongoing lawsuit and a deposition taking place and someone from the CDD will be deposed but there was some discussion on this during her deposition which took place a week ago and was asked about the status of the FEMA and she told them what she knew at the time.

NINTH ORDER OF BUSINESS**Old Business Items****A. Update on CD101 Book**

- Mr. Omland has finished his review and he needs to meet Mr. Lopez or get copies of the large plans with his comments. There are a lot of mapping issues that are a little bit confusing and he will resolve this with Mr. Haber, himself and the Board. He would also make note, he found out from the Golf Club they are also doing their own mapping of the Golf Club and have spent considerable amount of time doing so. Perhaps duplicating what Mr. Lopez's firm has done he wishes he had known about this because each of their entities and respective engineers are doing a lot of work which could have been saved had they shared information.

B. Resident Inquiry

- Mr. Koncar stated they received one inquiry before the meeting which they are following up on but he is not aware of any other questions or inquiries which have not been responded to.

TENTH ORDER OF BUSINESS**Action Items**

- Mr. Omland asked that this item to be removed from the agenda as the items were covered earlier in the meeting.

ELEVENTH ORDER OF BUSINESS**Supervisor Request/Report****A. Chairman's Report: Mr. Omland**

- Mr. Omland did not issue a report as it was a quiet month other than FEMA and the items discussed today, he has nothing else to add.

B. Lake & Preserve: Mr. Flister

- Mr. Flister reported one issue which popped up recently with the heavy rain and everything else, he went out and checked all the weirs and they seem to be functioning fine. The only one he had a bit of a question on was the weir in the commons which runs out to the Cocohatchee the water flow seems to be a little light and he is worried about a blockage issue somewhere in there. He does not know if Albert has taken a look at that particular weir. Further discussion ensued on this matter.

C. Liaison:

- **QCA**

None.

- **HBCDD**

None.

- **HBUA**

- Mr. Cantwell emailed his report to Mr. Koncar. It was an interesting meeting the members which consisted of the commercial properties. The focus of the agenda was to make clear what the

requirements of the pod was and the priorities for maintaining the pod and the various common areas, preserves and storm water drainage system. The first conclusion or discussion revolved around collection of HBUA assessments from the commercial properties the folks from the commercial side reviewed the documents and felt and was interpreted by the HBUA Board with all the members present that they are really are not under any obligation to pay dues to the HBUA and then have them in return back to the association for maintenance. Laura presented the budget figures from the Heritage Bay CDD and Quarry CDD for the reparation of Hurricane Irma and discussed sharing these expenses, but Ed Hubbard stated he does not think it is appropriate for the commercial properties to share in these costs and quite a bit of discussion ensued. The end result of the meeting was the HBUA Board and all those who were on the call, him as a representative of Quarry CDD and Ed Hubbard a representative of Heritage Bay CDD all supported the fact they should not be faced with paying for out representative reparation from Irma but the upshot is the commercial properties fully understand their obligation to maintain the stormwater drainage and their portion of preserves and they all, as a group, are going to work together to ensure they are properly maintained and inspections are being done, Vicky who is the Manager of the HBUA is submitting a request for proposal to have an engineering firm take a look at the infrastructure and make sure they are doing their part to uphold their obligations under the pod.

- Laura from the HBUA reiterated what Mr. Cantwell stated and indicated the commercial properties have not taken full responsibility for their portion of the permit. They are looking at CPH to do the exact same engineering baseline that both Heritage Bay CDD and Quarry CDD is doing with future interaction with FEMA so they have that baseline consistent throughout the year in the whole pod and the outflow which has been the biggest concern and this has been approved to be taken care by the commercial properties. They will be putting forward a new resolution to clarify all of these new roles to ensure they are maintained per the permit as they need be.

TWELFTH ORDER OF BUSINESS

QCA Modification Committee/C DD Easement Request

A. New and Pending Approvals

None.

THIRTEENTH ORDER OF BUSINESS

Audience Comments

- No audience comments were received.

Adjournment

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

4C

The Quarry
Community Development District

Financial Report
September 30, 2020



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**The Quarry
Community Development District**

Financial Statements

(Unaudited)

September 30, 2020

Balance Sheet
September 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	201 - SERIES 2015 DEBT SERVICE FUND	202 - SERIES 2018 DEBT SERVICE FUND	203 - SERIES 2019 DEBT SERVICE FUND	301 - SERIES 2018 CAPITAL PROJECTS FUND	TOTAL
ASSETS						
Cash - Checking Account	\$ 70,985	\$ -	\$ -	\$ -	\$ -	\$ 70,985
Due From Other Funds	2,941	-	-	-	-	2,941
Investments:						
Money Market Account	136,147	-	-	-	-	136,147
Acquisition Fund	-	-	-	-	51	51
Interest Account	-	-	-	558	-	558
Redemption Fund	-	-	-	850,673	-	850,673
Reserve Fund	-	464,201	90,123	-	-	554,324
Revenue Fund	-	407,078	292,852	88,697	-	788,627
Prepaid Items	8,227	-	-	-	-	8,227
TOTAL ASSETS	\$ 218,300	\$ 871,279	\$ 382,975	\$ 939,928	\$ 51	\$ 2,412,533
LIABILITIES						
Accounts Payable	\$ 13,235	\$ -	\$ -	\$ -	\$ -	\$ 13,235
Accrued Expenses	16,280	-	-	-	-	16,280
Due To Other Funds	-	1,774	461	706	-	2,941
TOTAL LIABILITIES	29,515	1,774	461	706	-	32,456
FUND BALANCES						
Nonspendable:						
Prepaid Items	8,227	-	-	-	-	8,227
Restricted for:						
Debt Service	-	869,505	382,514	939,222	-	2,191,241
Capital Projects	-	-	-	-	51	51
Unassigned:	180,558	-	-	-	-	180,558
TOTAL FUND BALANCES	\$ 188,785	\$ 869,505	\$ 382,514	\$ 939,222	\$ 51	\$ 2,380,077
TOTAL LIABILITIES & FUND BALANCES	\$ 218,300	\$ 871,279	\$ 382,975	\$ 939,928	\$ 51	\$ 2,412,533

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 1,149	0.00%	\$ 33
Hurricane Irma FEMA Refund	-	243	0.00%	-
Golf Course Revenue	-	13,345	0.00%	-
Interest - Tax Collector	-	1,474	0.00%	-
Special Assmnts- Tax Collector	579,497	578,672	99.86%	-
Special Assmnts- Discounts	(23,180)	(21,200)	91.46%	-
Settlements	-	99,000	0.00%	-
Other Miscellaneous Revenues	-	70,600	0.00%	500
TOTAL REVENUES	556,317	743,283	133.61%	533

EXPENDITURES**Administration**

P/R-Board of Supervisors	12,000	9,800	81.67%	2,000
FICA Taxes	960	750	78.13%	153
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Engineering	45,000	55,046	122.32%	(570)
ProfServ-Legal Services	30,000	35,671	118.90%	1,935
ProfServ-Legal Litigation	150,000	68,777	45.85%	713
ProfServ-Mgmt Consulting Serv	70,000	51,296	73.28%	5,108
ProfServ-Other Legal Charges	-	700	0.00%	700
ProfServ-Property Appraiser	-	8,064	0.00%	-
ProfServ-Special Assessment	5,000	-	0.00%	-
ProfServ-Trustee Fees	12,000	11,182	93.18%	-
ProfServ-Web Site Maintenance	1,500	-	0.00%	(388)
Auditing Services	5,500	4,900	89.09%	-
Contract-Website Hosting	-	1,164	0.00%	388
Website Compliance	-	1,512	0.00%	-
Postage and Freight	900	628	69.78%	29
Insurance - General Liability	7,500	-	0.00%	-
Printing and Binding	-	309	0.00%	4
Legal Advertising	1,400	5,552	396.57%	1,295
Miscellaneous Services	2,000	998	49.90%	-
Misc-Bank Charges	500	287	57.40%	109
Misc-Assessmnt Collection Cost	20,282	11,166	55.05%	-
Office Supplies	1,000	116	11.60%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	366,317	268,093	73.19%	11,476

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
Field				
R&M-Irrigation	-	31,213	0.00%	-
Lake & Preserve Maintenance	140,000	123,313	88.08%	6,947
Reserve - Other	50,000	42,110	84.22%	-
Total Field	190,000	196,636	103.49%	6,947
TOTAL EXPENDITURES	556,317	464,729	83.54%	18,423
Excess (deficiency) of revenues Over (under) expenditures	-	278,554	0.00%	(17,890)
OTHER FINANCING SOURCES (USES)				
Operating Transfers-Out	-	(557,463)	0.00%	(557,463)
TOTAL FINANCING SOURCES (USES)	-	(557,463)	0.00%	(557,463)
Net change in fund balance	\$ -	\$ (278,909)	0.00%	\$ (575,353)
FUND BALANCE, BEGINNING (OCT 1, 2019)	467,694	467,694		
FUND BALANCE, ENDING	\$ 467,694	\$ 188,785		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 100	\$ 798	798.00%	\$ 4
Special Assmnts- Tax Collector	1,239,460	1,237,687	99.86%	-
Special Assmnts- Discounts	(49,578)	(45,343)	91.46%	-
TOTAL REVENUES	1,189,982	1,193,142	100.27%	4
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	43,381	23,882	55.05%	-
Total Administration	43,381	23,882	55.05%	-
<u>Debt Service</u>				
Principal Debt Retirement	590,000	590,000	100.00%	-
Interest Expense	551,449	563,452	102.18%	-
Total Debt Service	1,141,449	1,153,452	101.05%	-
TOTAL EXPENDITURES	1,184,830	1,177,334	99.37%	-
Excess (deficiency) of revenues				
Over (under) expenditures	5,152	15,808	n/a	4
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	5,152	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	5,152	-	0.00%	-
Net change in fund balance	\$ 5,152	\$ 15,808	n/a	\$ 4
FUND BALANCE, BEGINNING (OCT 1, 2019)	853,697	853,697		
FUND BALANCE, ENDING	\$ 858,849	\$ 869,505		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 173	0.00%	\$ 3
Special Assmnts- Tax Collector	322,804	321,664	99.65%	-
Special Assmnts- Discounts	(12,912)	(11,784)	91.26%	-
TOTAL REVENUES	309,892	310,053	100.05%	3
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	11,298	6,207	54.94%	-
Total Administration	11,298	6,207	54.94%	-
Debt Service				
Principal Debt Retirement	195,184	138,794	71.11%	-
Principal Prepayments	-	10,000	0.00%	-
Interest Expense	102,062	103,248	101.16%	-
Total Debt Service	297,246	252,042	84.79%	-
TOTAL EXPENDITURES	308,544	258,249	83.70%	-
Excess (deficiency) of revenues Over (under) expenditures	1,348	51,804	n/a	3
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	1,348	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	1,348	-	0.00%	-
Net change in fund balance	\$ 1,348	\$ 51,804	n/a	\$ 3
FUND BALANCE, BEGINNING (OCT 1, 2019)	330,710	330,710		
FUND BALANCE, ENDING	\$ 332,058	\$ 382,514		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 1,054	0.00%	\$ 1
Special Assmnts- Tax Collector	493,118	492,419	99.86%	-
Special Assmnts- Discounts	(19,725)	(18,040)	91.46%	-
TOTAL REVENUES	473,393	475,433	100.43%	1
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	17,259	9,502	55.06%	-
Total Administration	17,259	9,502	55.06%	-
Debt Service				
Principal Debt Retirement	292,227	292,227	100.00%	-
Interest Expense	163,907	157,727	96.23%	-
Total Debt Service	456,134	449,954	98.65%	-
TOTAL EXPENDITURES	473,393	459,456	97.06%	-
Excess (deficiency) of revenues				
Over (under) expenditures	-	15,977	0.00%	1
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	850,673	0.00%	850,673
TOTAL FINANCING SOURCES (USES)	-	850,673	0.00%	850,673
Net change in fund balance	\$ -	\$ 866,650	0.00%	\$ 850,674
FUND BALANCE, BEGINNING (OCT 1, 2019)	72,572	72,572		
FUND BALANCE, ENDING	\$ 72,572	\$ 939,222		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	0.00%	\$ -
TOTAL REVENUES	-	-	0.00%	-
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	-	-	0.00%	-
Net change in fund balance	\$ -	\$ -	0.00%	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2019)	-	51		
FUND BALANCE, ENDING	\$ -	\$ 51		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL			
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual Thru 9/30/2020	FY2020 Total	Adopted Budget	% of Budget
Revenues																
Interest - Investments	\$ -	\$ -	\$ -	\$ -	\$ 23	\$ 409	\$ 110	\$ 102	\$ 137	\$ 178	\$ 155	\$ 33	\$ 1,149	\$ 1,149	\$ -	0%
Hurricane Irma FEMA Refund	-	-	-	-	-	243	-	-	-	-	-	-	243	243	-	0%
Golf Course Revenue	-	-	-	-	-	-	-	-	-	13,345	-	-	13,345	13,345	-	0%
Interest - Tax Collector	-	-	-	1,298	-	-	158	-	-	18	-	-	1,474	1,474	-	0%
Special Assmnts- Tax Collector	2,758	192,891	322,863	22,259	13,297	6,055	10,808	4,594	3,979	(829)	-	-	578,672	578,672	579,497	100%
Special Assmnts- Discounts	(145)	(7,716)	(12,718)	(620)	(236)	(29)	-	138	126	-	-	-	(21,200)	(21,200)	(23,180)	91%
Settlements	(113,000)	113,000	-	-	-	99,000	-	-	-	-	-	-	99,000	99,000	-	0%
Other Miscellaneous Revenues	-	500	(500)	1,000	-	14,384	779	8,938	44,000	500	500	500	70,600	70,600	-	0%
Total Revenues	(110,387)	298,675	309,645	23,937	13,084	120,062	11,855	13,772	48,242	13,212	655	533	743,283	743,283	556,317	134%
Expenditures																
Administrative																
PIR-Board of Supervisors	-	-	2,000	2,200	400	400	400	400	1,200	-	800	2,000	9,800	9,800	12,000	82%
FICA Taxes	-	-	153	168	31	31	31	31	92	-	61	153	750	750	960	78%
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	600	0%
ProfServ-Engineering	-	-	15,377	14,834	6,681	(15,377)	(21,515)	10,708	20,004	22,304	2,600	(570)	55,046	55,046	45,000	122%
ProfServ-Legal Services	-	-	8,245	-	4,662	3,927	4,213	3,724	3,895	2,539	2,532	1,935	35,671	35,671	30,000	119%
ProfServ-Legal Litigation	-	4,885	8,934	2,113	10,549	29,235	-	3,313	6,488	-	2,550	713	68,777	68,777	150,000	46%
ProfServ-Mgmt Consulting Serv	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	3,858	6,358	5,108	5,108	51,296	51,296	70,000	73%
ProfServ-Other Legal Charges	-	-	-	-	-	-	-	-	-	-	-	700	700	700	-	0%
ProfServ-Property Appraiser	-	-	-	-	-	-	-	-	8,064	-	-	-	8,064	8,064	-	0%
ProfServ-Special Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
ProfServ-Trustee Fees	-	-	5,026	-	-	-	-	4,611	1,545	-	-	-	11,182	11,182	12,000	93%
ProfServ-Web Site Maintenance	-	-	-	-	-	-	-	-	-	388	-	(388)	-	-	1,500	0%
Auditing Services	-	-	-	-	-	-	-	-	-	4,900	-	-	4,900	4,900	5,500	89%
Contract-Website Hosting	-	-	388	-	-	-	388	-	-	-	-	388	1,164	1,164	-	0%
Website Compliance	-	-	756	-	756	-	-	-	-	-	-	-	1,512	1,512	-	0%
Postage and Freight	-	-	285	8	-	66	6	32	88	86	30	29	628	628	900	70%
Insurance - General Liability	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,500	0%
Printing and Binding	-	-	-	-	-	-	302	-	-	-	4	4	309	309	-	0%
Legal Advertising	-	753	-	-	613	280	-	1,547	-	-	1,064	1,295	5,552	5,552	1,400	397%
Miscellaneous Services	-	645	-	-	-	350	-	-	-	4	-	-	998	998	2,000	50%
Misc-Bank Charges	28	-	-	-	-	-	-	6	2	62	80	109	287	287	500	57%
Misc-Non Ad Valorem Taxes	-	-	-	-	-	8,064	-	-	(8,064)	-	-	-	-	-	-	0%
Misc-Assessmnt Collection Cost	52	3,703	6,418	433	261	121	216	95	(134)	-	-	-	11,166	11,166	20,282	55%
Office Supplies	-	-	210	12	133	28	(267)	-	-	-	-	-	116	116	1,000	12%
Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	175	175	100%
Total Administrative	4,113	13,844	51,650	23,626	27,944	30,983	(12,368)	28,325	37,038	36,641	14,829	11,476	268,093	268,093	366,317	73%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	TOTAL			
													Actual Thru 9/30/2020	FY2020 Total	Adopted Budget	% of Budget
<u>Field</u>																
R&M-Common Area	-	-	285	-	-	-	(285)	-	-	-	-	-	-	-	-	0%
R&M-Irrigation	-	-	1,628	-	-	-	(1,628)	-	31,213	-	-	-	31,213	31,213	-	0%
Lake & Preserve Maintenance	-	4,078	-	2,741	21,815	10,347	6,275	38,367	10,758	8,717	13,267	6,947	123,313	123,313	140,000	88%
Reserve - Other	-	-	-	-	-	-	-	22,190	2,725	6,440	10,755	-	42,110	42,110	50,000	84%
Total Field	-	4,078	1,913	2,741	21,815	10,347	4,362	60,557	44,696	15,157	24,022	6,947	196,636	196,636	190,000	103%
Total Expenditures	4,113	17,922	53,563	26,367	49,759	41,330	(8,006)	88,882	81,734	51,798	38,851	18,423	464,729	464,729	556,317	84%
Excess (deficiency) of revenues Over (under) expenditures	(114,500)	280,753	256,082	(2,430)	(36,675)	78,732	19,861	(75,110)	(33,492)	(38,586)	(38,196)	(17,890)	278,554	278,554	-	0%
<u>Other Financing Sources (Uses)</u>																
Operating Transfers-Out	-	-	-	-	-	-	-	-	-	-	-	(557,463)	(557,463)	(557,463)	-	0%
Total Financing Sources (Uses)	-	-	-	-	-	-	-	-	-	-	-	(557,463)	(557,463)	(557,463)	-	0%
Net change in fund balance	\$ (114,500)	\$ 280,753	\$ 256,082	\$ (2,430)	\$ (36,675)	\$ 78,732	\$ 19,861	\$ (75,110)	\$ (33,492)	\$ (38,586)	\$ (38,196)	\$ (575,353)	\$ (278,909)	\$ (278,909)	\$ -	0%
Fund Balance, Beginning (Oct 1, 2019)													467,694	467,694	467,694	
Fund Balance, Ending													\$ 188,785	\$ 188,785	\$ 467,694	

THE QUARRY

Community Development District

*Statement of Revenue and Expenditures - All Funds***Notes to the Financial Statements***September 30, 2020***General Fund**

Budget target 100%.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
Golf Course Revenue	\$0	\$13,345	0%	Quarry Golf Club, stormwater system O&M Jan-Sept 2020
Settlements	\$0	\$99,000	0%	BG Mine LLC settlement \$99,000
Other Miscellaneous Revenue	\$0	\$70,600	0%	5 variance from easement payments \$2,500; FY 2019 CPH duplicate payment \$14,384.02; Grant Fridkin Pearson, return of retainer \$778.74; Quality Enterprises \$7,687.50 & Turrell, Hall \$1,250 prior year construction expenditures refunded from construction account; Heritage Bay Umbrella Association, reimburse expenses \$43,500; Forster Family Living Trust, engineer \$500
Expenditures				
<u>Administration</u>				
ProfServ-Engineering	\$45,000	\$55,046	122%	CPH thru Sept 2020 and Phase I related; ECS Florida Phase 1 & 2 \$14,834
ProfServ-Legal Services	\$30,000	\$35,671	119%	Hopping Green & Sams, legal fees thru July 2020
ProfServ-Mgmt Consulting Services	\$70,000	\$51,296	73%	Inframark fees to-date; prior management company budgeted fees
ProfServ-Property Appraiser	\$0	\$8,064	0%	Collier County Property Appraiser, Non-Ad Valorem Tax Roll 2019/2020
Contract-Website Hosting	\$0	\$1,164	0%	Innersync Studio, web services
Website Compliance	\$0	\$1,512	0%	Innersync Studio, web compliance paid in full
Printing and Binding	\$0	\$628	0%	Inframark fees to-date
Legal Advertising	\$1,400	\$5,552	397%	Naples Daily News, Notice of Meetings
<u>Field</u>				
R&M-Irrigation	\$0	\$31,213	0%	SSS Down To Earth, irrigation repairs/irrigation work
Reserve - Other	\$50,000	\$42,110	84%	SSS Down To Earth, Fieldstone rock removal/fill in dirt \$8,700 & Floratam sod install/irrigation \$7,800 Charles Territo, lakeshore project damages reimbursement \$2,725; Peninsula Improvement Corp.,

**The Quarry
Community Development District**

Supporting Schedules

September 30, 2020

**Non-Ad Valorem Special Assessments - Collier County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2020**

					ALLOCATION BY FUND			
Date	Net Amount	Discount /	Collection	Gross	General	Series 2015	Series 2018	Series 2019
Received	Received	(Penalties)	Cost	Amount	Fund	Debt Service	Debt Service	Debt Service
		Amount		Received		Fund	Fund	Fund
Assessments Levied FY 2019				\$ 2,634,211	\$ 579,501	\$ 1,239,461	\$ 322,125	\$ 493,125
Allocation %				100.00%	22.00%	47.05%	12.23%	18.72%
<i>Real Estate - Installment</i>								
10/31/19	\$ 11,639	\$ 658	\$ 238	\$ 12,535	\$ 2,758	\$ 5,898	\$ 1,533	\$ 2,347
11/18/19	243,364	10,347	4,967	258,677	56,906	121,714	31,632	48,424
11/29/19	581,543	24,726	11,868	618,137	135,984	290,848	75,589	115,715
12/13/19	636	20	13	669	147	315	82	125
12/27/19	1,546	49	32	1,626	358	765	199	304
01/22/20	5,701	180	116	5,997	1,319	2,822	733	1,123
03/23/20	809	-	17	825	182	388	101	154
04/28/20	7,317	-	149	7,466	1,642	3,513	913	1,398
<i>Real Estate - Current</i>								
12/13/19	1,313,019	55,676	26,796	1,395,491	306,995	656,613	170,648	261,236
12/27/19	65,435	2,065	1,335	68,836	15,143	32,389	8,418	12,886
01/22/20	90,694	2,639	1,851	95,184	20,939	44,786	11,640	17,818
02/25/20	58,181	1,073	1,187	60,442	13,297	28,440	7,391	11,315
03/23/20	26,036	133	531	26,700	5,874	12,563	3,265	4,998
04/28/20	40,828	-	833	41,661	9,165	19,603	5,095	7,799
05/27/20	21,077	(626)	430	20,880	4,594	9,825	2,553	3,909
06/05/20	6,680	(199)	136	6,618	1,456	3,114	809	1,239
<i>Real Estate - Delinquent</i>								
06/17/20	12,584	(374)	257	12,467	2,743	5,866	1,525	2,334
<i>Tax Collector Refund due to NSF check(s)</i>								
07/06/20	(3,769)	-	-	(3,769)	(829)	(1,774)	(461)	(706)
TOTAL	\$ 2,483,319	\$ 96,366	\$ 50,757	\$ 2,630,442	578,672	1,237,687	321,664	492,419
% COLLECTED				99.86%	99.86%	99.86%	99.86%	99.86%
TOTAL OUTSTANDING				\$ 3,769	\$ 829	\$ 1,774	\$ 461	\$ 706

Cash & Investment Report September 30, 2020

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Operating - Checking Account	Hancock Whitney	0.00%	\$ 70,985
		Subtotal	<u>70,985</u>
Public Funds MMA Variance Account	BankUnited	0.30%	136,147
		Subtotal	<u>136,147</u>
DEBT SERVICE AND CAPITAL PROJECT FUNDS			
Series 2015 Reserve Acct	U.S. Bank	0.01%	464,201
Series 2015 Revenue Fund	U.S. Bank	0.01%	407,078
Series 2018 Reserve Acct	U.S. Bank	0.01%	90,123
Series 2018 Revenue Acct	U.S. Bank	0.01%	292,852
Series 2019 Interest Acct	Hancock Whitney	0.01%	558
Series 2019 Bond Redemption Fund	Hancock Whitney	0.01%	850,673
Series 2019 Revenue Fund	Hancock Whitney	0.01%	88,697
Series 2018 Acquisition & Construction Acct	U.S. Bank	0.01%	51
		Subtotal	<u>2,194,234</u>
		Total	<u><u>\$ 2,401,366</u></u>

The Quarry CDD

Bank Reconciliation

Bank Account No. 3489 Hancock & Whitney Bank General Fund
Statement No. 09-20 A
Statement Date 9/30/2020

G/L Balance (LCY)	70,984.53	Statement Balance	74,546.23
G/L Balance	70,984.53	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	74,546.23
Subtotal	70,984.53	Outstanding Checks	3,561.70
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	70,984.53	Ending Balance	70,984.53
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
8/27/2020	Payment	8138	STANLEY 9. OMLAND	184.70	0.00	184.70
9/24/2020	Payment	8151	PENINSULA IMPROVEMENT CORP.	1,530.00	0.00	1,530.00
9/24/2020	Payment	8152	TIMOTHY B. CANTWELL	184.70	0.00	184.70
9/24/2020	Payment	8153	LLOYD SCHLIEP	184.70	0.00	184.70
9/24/2020	Payment	8154	STANLEY 9. OMLAND	184.70	0.00	184.70
9/30/2020	Payment	8155	STANLEY 9. OMLAND	1,292.90	0.00	1,292.90
Total Outstanding Checks.....				3,561.70		3,561.70

Reserves - Settlement
September 30, 2020

<u>Date</u>	<u>Vendor</u>	<u>Inv #</u>	<u>Check #</u>	<u>Amount \$</u>	<u>Description</u>
Beginning Balance				\$ 500,000.00	Reserves - Settlement
<u>FY 2019</u>					
3/18/2019	Grant, Fridkin, Pearson	n/a	7023	\$ 2,500.00	Security Deposit Phase I: Shoreline Restoration Project
4/8/2019	Grant, Fridkin, Pearson	107860	7036	\$ 2,000.00	Claim against contractor regarding Phase I Shoreline Project
5/10/2019	Grant, Fridkin, Pearson	108197	7037	\$ 2,000.00	Claim against contractor regarding Phase I Shoreline Project
5/31/2019	Grant, Fridkin, Pearson	108551	7046	\$ 4,500.00	Claim against contractor regarding Phase I Shoreline Project
7/10/2019	Grant, Fridkin, Pearson	108872	7055	\$ 4,000.00	Claim against contractor regarding Phase I Shoreline Project
8/5/2019	Grant, Fridkin, Pearson	109160	7060	\$ 3,750.00	Claim against contractor regarding Phase I Shoreline Project
9/10/2019	Grant, Fridkin, Pearson	109439	7077	\$ 5,250.00	Claim against contractor regarding Phase I Shoreline Project
				<u>\$ 24,000.00</u>	
9/30/2019 Reserves - Settlement Ending Balance				<u>\$ 476,000.00</u>	
Additional Allocated Reserves				\$ 99,000.00	BG Mine, LLC
Beginning Balance				\$ 575,000.00	Reserves - Settlement
<u>FY 2020</u>					
10/7/2019	Grant, Fridkin, Pearson	109787	8003	\$ 3,000.00	Claim against contractor regarding Phase I Shoreline Project
11/11/2019	Grant, Fridkin, Pearson	110161	8011	\$ 3,147.03	Claim against contractor regarding Phase I Shoreline Project
12/10/2019	Grant, Fridkin, Pearson	110529	8021	\$ 6,443.13	Claim against contractor regarding Phase I Shoreline Project
1/7/2020	Grant, Fridkin, Pearson	110777	8039	\$ 2,491.00	Claim against contractor regarding Phase I Shoreline Project
2/12/2020	Grant, Fridkin, Pearson	111062	8057	\$ 8,686.00	Claim against contractor regarding Phase I Shoreline Project
3/4/2020	Grant, Fridkin, Pearson	111244	8062	\$ 9,660.31	Claim against contractor regarding Phase I Shoreline Project
9/3/2020	Quarry CDD c/o Hancock Whitney	---	8145	\$ 541,572.53	Transfer funds for early redemption on 11/1/20
				<u>\$ 575,000.00</u>	
9/30/2020 Reserves - Settlement Ending Balance				<u>\$ -</u>	

**Series 2019 (Shoreline Restoration Project)
Capital Renewal and Replacement Fund
September 30, 2020**

SOURCES OF FUNDS	TOTAL
2019 Hancock Whitney Loan Amount	\$ 3,508,296.00
(LESS) Cost of Issuance	136,083.57
Hancock Whitney	35,083.57
Spectrum Municipal Svcs	8,500.00
Greenberg Traurig	38,500.00
Hopping Green & Sams	27,500.00
Special District Svcs	10,000.00
Blalock Walters, P.A.	11,500.00
Acceptance Fee transfer	5,000.00
(LESS) Transfer to Capital interest Acct	72,212.43
DEPOSIT - Capital Renewal and Replacement Fund	\$ 3,300,000.00
OTHER SOURCES	
Dividends 9/30/2019	16,229.40
Dividends thru 9/30/2020	14,773.92
TOTAL SOURCES OF FUNDS	\$ 3,331,003.32

USE OF FUNDS:

DATE	VENDOR REQUISITIONS	REQ #	PENDING	TOTAL	NOTES
7/11/2019	* Hopping Green & Sams	1		1,959.50	Irma related
7/11/2019	* Hopping Green & Sams	1		78.00	Irma related
7/11/2019	* Hopping Green & Sams	1		1,250.50	Irma related
7/11/2019	* J.R. Evans Engineering	1		1,657.50	Irma related
7/11/2019	* J.R. Evans Engineering	1		1,007.66	Irma related
7/11/2019	* J.R. Evans Engineering	1		982.80	Irma related
7/11/2019	* J.R. Evans Engineering	1		2,145.00	Irma related
7/11/2019	* Naples Daily News	1		756.04	Irma related
7/11/2019	* Naples Daily News	1		3,780.00	Irma related
7/11/2019	* Turrell, Hall & Assoc's	1		1,137.50	Irma related
7/11/2019	* Turrell, Hall & Assoc's	1		187.50	Irma related
7/11/2019	* Turrell, Hall & Assoc's	1		4,766.00	Irma related
7/11/2019	* Hopping Green & Sams	1		2,665.00	Project construction

DATE	VENDOR REQUISITIONS	REQ #	PENDING	TOTAL	NOTES
7/30/2019	CPH	2		8,409.55	
7/30/2019	Hopping Green & Sams	2		2,811.50	
8/19/2019	ECS Florida, LLC	3		5,532.00	
8/19/2019	Hopping Green & Sams	3		1,964.00	
8/30/2019	Hopping Green & Sams	3B		1,929.50	
8/19/2019	CPH	4		14,928.35	
8/19/2019	Quality Enterprises (Payment App 2)	5		174,514.17	
10/4/2019	Florida Evergreen Landscape	6		3,430.75	
10/4/2019	Turrell, Hall & Assoc's	6		1,250.00	
10/4/2019	Quality Enterprises (Payment App 3)	6		298,862.88	
10/4/2019	Hopping Green & Sams	6		2,264.00	
10/4/2019	Florida Evergreen Landscape	7		1,648.75	
10/4/2019	CPH	8		23,393.88	
11/26/2019	Hopping Green & Sams	9		4,168.50	
11/18/2019	Quality Enterprises (Payment App 4)	10		477,490.90	
11/18/2019	CPH	11		20,522.90	
11/18/2019	CPH	12		7,341.00	See below. General Fund reimbursed Construction in July 2020.
7/14/2020	CPH O&M Refund	n/a		(7,341.00)	
11/26/2019	Quality Enterprises (Payment App 5)	13		836,838.00	
1/27/2020	CPH	14		15,376.65	Paid by Trustee
1/27/2020	CPH Inv #116484	14		14,383.75	See below. General Fund reimbursed Construction \$12,198.75 in July 2020.
7/14/2020	CPH O&M Refund	n/a		(12,198.75)	
1/27/2020	* CPH	14		15,376.65	Paid from General Fund - Duplicate payment
1/27/2020	* CPH	14		14,383.75	Paid from General Fund - Duplicate payment
1/27/2020	* CPH	14		(15,376.65)	Reimbursement to General Fund from CPH
1/27/2020	* CPH	14		(14,383.75)	Reimbursement to General Fund from CPH
1/27/2020	CPH	14		23,834.67	
1/27/2020	CPH	14		1,115.60	
1/27/2020	CPH	14		1,854.59	
1/27/2020	CPH	14		18,325.00	
1/27/2020	Quality Enterprises (Payment App 6)	15		121,601.25	
1/27/2020	Quality Enterprises (Payment App 7)	15		136,639.29	
2/13/2020	Hopping Green & Sams	16		1,190.00	
2/24/2020	Quality Enterprises (Payment App 8)	17		251,108.17	
2/24/2020	Down To Earth	18		2,757.00	
5/6/2020	* ECS Florida LLC	19		8,020.00	Paid from General Fund and Reimbursed
5/6/2020	* ECS Florida LLC	19		6,464.00	Paid from General Fund and Reimbursed
5/6/2020	* ECS Florida LLC	19		350.00	Paid from General Fund and Reimbursed
5/6/2020	* Turrell, Hall & Assoc's	19		6,681.25	Paid from General Fund and Reimbursed

DATE	VENDOR REQUISITIONS	REQ #	PENDING	TOTAL	NOTES
5/6/2020	* Turrell, Hall & Assoc's	19		1,250.00	Paid from General Fund and Reimbursed
5/6/2020	* Quality Enterprises (Invoice 71183)	19		1,625.00	Paid from General Fund and Reimbursed
5/6/2020	* KW Docks	19		4,930.00	Paid from General Fund and Reimbursed
5/6/2020	* Quality Enterprises (Payment App 1)	19		7,687.50	Paid from General Fund and Reimbursed
3/23/2020	Quality Enterprises (Payment App 9)	20		307,146.95	
5/5/2020	ECS Florida LLC (per chairman)	25		6,204.00	
5/5/2020	ECS Florida LLC (per chairman)	25		6,000.00	
5/5/2020	ECS Florida LLC (per chairman)	25		4,699.28	
5/5/2020	ECS Florida LLC (per chairman)	25		3,168.75	
5/5/2020	ECS Florida LLC (per chairman)	25		6,126.50	
5/5/2020	ECS Florida LLC (per chairman)	25		4,656.30	
5/27/2020	Susie Crooks (sent to trustee)	26		2,200.38	See below. Check returned to trustee in July.
7/15/2020	Susie Crooks (trustee-void check)			(2,200.38)	
5/27/2020	Quality Enterprises (Payment App 10) (Final Bill)	27		72,302.10	
7/7/2020	Hopping Green & Sams	29		457.14	
7/7/2020	* Pike Creek Turf Farms	30		2,116.80	Paid from General Fund and Reimbursed
7/2/2020	CPH (Change Order)	31		7,461.50	
7/2/2020	CPH (Change Order)	31		24,450.42	
7/2/2020	CPH (Change Order)	31		41,184.71	
7/2/2020	CPH (Change Order)	31		8,036.55	
7/2/2020	CPH Inv #118909	31		3,975.00	Split between GF and Construction
7/2/2020	CPH	31		12,202.21	New invoice received 6/18/20
6/1/2020	Down To Earth Landscape & Irrigation	32		815.00	
9/30/2020	CPH Phase III			600.00	
9/30/2020	Hopping Green & Sams			10,663.14	
9/30/2020	Invoices paid by General Fund			(11,263.14)	
9/8/2020	Hancock Whitney transfer funds to Redemption Fund 11/1 payment			304,672.51	
Total Capital Requisitions				3,331,003.32	
TOTAL CONSTRUCTION ACCOUNT BALANCE @ 9/30/20				-	

THE QUARRY **Community Development District**

Payment Register by Bank Account

For the Period from 9/01/2020 to 9/30/2020

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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HANCOCK & WHITNEY BANK GENERAL FUND - (ACCT# XXXXX3489)

Check	8145	09/03/20	Vendor	QUARRY CDD - C/O HANCOCK BANK	08262020-203	EXTRA ORDINARY REDEMPTION	Due From Other Funds	131000	\$546,000.00
Check	8146	09/17/20	Vendor	GRANT, FRIDKIN, PEARSON, PA.	113081	LEGAL SVCS RE: CENTEX REALESTATE	ProfServ-Other Legal Charges	001-531028-51401	\$700.00
Check	8147	09/17/20	Vendor	DISASTER LAW & CONSULTING, LLC	2234200800402	LEGAL SVCS THRU AUG 2020	ProfServ-Legal Litigation	001-531024-51401	\$712.50
Check	8148	09/17/20	Vendor	FEDEX	7-104-12216	FEDEX TO ACCOUNTS REC DLC	Postage and Freight	001-541006-51301	\$22.09
Check	8149	09/17/20	Vendor	INFRAMARK LLC	55348	SEPT MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$3,858.00
Check	8149	09/17/20	Vendor	INFRAMARK LLC	55348	SEPT MGMT FEES	Printing and Binding	001-547001-51301	\$3.60
Check	8149	09/17/20	Vendor	INFRAMARK LLC	55348	SEPT MGMT FEES	Postage and Freight	001-541006-51301	\$6.50
Check	8149	09/17/20	Vendor	INFRAMARK LLC	55348	SEPT MGMT FEES	INCREASE IN ADMIN FEES	001-531027-51201	\$1,250.00
Check	8150	09/24/20	Vendor	HOPPING GREEN & SAMS	117105	GEN COUNSEL THRU JULY 2020	ProfServ-Legal Services	001-531023-51401	\$1,934.50
Check	8151	09/24/20	Vendor	PENINSULA IMPROVEMENT CORP.	INV007145	WEED CUT / HARVEST UNDER BRIDGES	Lake & Preserve Maintenance	001-546188-53901	\$1,530.00
Check	8152	09/24/20	Employee	TIMOTHY B. CANTWELL	PAYROLL	September 24, 2020 Payroll Posting			\$184.70
Check	8153	09/24/20	Employee	LLOYD SCHLIEP	PAYROLL	September 24, 2020 Payroll Posting			\$184.70
Check	8154	09/24/20	Employee	STANLEY 9. OMLAND	PAYROLL	September 24, 2020 Payroll Posting			\$184.70
Check	8155	09/30/20	Employee	STANLEY 9. OMLAND	PAYROLL	September 30, 2020 Payroll Posting			\$1,292.90

Account Total **\$557,864.19**

Total Amount Paid **\$557,864.19**

Total Amount Paid - Breakdown by Fund	
Fund	Amount
General Fund Fund - 001	11,864.19
203 - Series 2019 Debt Service Fund Fund - 203	546,000.00
Total	557,864.19

Fifth Order of Business

5A

THE QUARRY COMMUNITY DEVELOPMENT
DISTRICT DISTRICT COUNSEL REPORT
October 19, 2020 MEETING

1. I worked with Inframark, Omland, and Michael Traficante to address request for records regarding lake maintenance and repair.
2. I corresponded with Inframark and Brett Sealy with MBS Capital Markets, LLC regarding matters related to proposed refinancing of outstanding debt.

Sixth Order of Business

6A



2216 Altamont Avenue
Fort Myers, Florida 33901
Phone: 239.332.5499
Fax: 239.332.2955
www.cphcorp.com

The Quarry CDD – Engineers Report

October 2020

Variances approvals

- Variance application for existing dock remains removal received on October 8th, 2020. In Progress

Home Owners Issues

- Non reported

Pending contracts/Proposals

- Survey markers to delineate lake maintenance limits between TQCDD and HBCDD. CPH preparing survey location and installation proposal.

Current Projects

- Preserve areas remediation and maintenance RFP pre-bid meeting held on October 1st. Questions due by October 14th. No questions had been received as of October 9th.

CD 101

- CPH working on recent markups provided by CDD Chairman Mr. Omland.

Eighth Order of Business

8A

Quarry CDD

210 N. University Dr.

Suite 702

Coral Springs, FL 33071

PURCHASE ORDER

To: Collier Environmental Services

Phone: 239-262-2600

Address: 2600 Golden Gate Parkway
Naples, FL 34105

Fax: 239-261-1971 PO Date: 1/28/20

Email: PO 1116

Re:

Item #	Description	Qty	Sq Ft	Unit Price	Price
Scope of Work:					
	Cut Harvest and remove Illinos Pond Weed from three limited areas of Stone Lake prior to the spring harvesting maintenance event. Pond weed will cut to depth of about 4 feet below the surface, harvested and piled on the lake ban. A disposal crew will then pick up the piles and haul away for proper disposal. No post harvest spray treatment will be made afterward.				
1	Hideaway Harbor cut and harvest before spring maintenance (limited area)	1		\$ 2,200.00	\$ 2,200.00
2	North wall cut and harvest before spring maintenance (limited area)	1		\$ 2,200.00	\$ 2,200.00
3	South shore, small marina cut and harvest before spring maintenance (limited area)	1		\$ 1,100.00	\$ 1,100.00
Email: anna.golovan@inframark.com P: 954.603.0033 Ext 40524 Invoices sent to: Inframark@avidbill.com (1/PDF)				Contract Amount	\$ 5,500.00



Lake & Wetland Management Specialists

2600 Golden Gate Parkway

Naples, FL 34105

239-262-2600 Office 239-261-1797 Fax

1/27/20

Estimate for cutting, harvesting, and removing Illinois Pond Weed from three locations in lakes at the Quarry in Naples, FL

Harvesting Work

Task	Size	Total
Hideaway Harbor cut and harvest before spring maintenance (limited area)		\$ 2,200.00
North wall cut and harvest before spring maintenance (limited area)		\$ 2,200.00
South shore, small marina cut and harvest before spring maintenance (limited area)		\$ 1,100.00
		<u>\$ 5,500.00</u>

Scope of Work

Cut, harvest, and remove Illinois Pond Weed from three limited areas of Stone lake prior to the spring harvesting maintenance event. The pond weed will cut to depth of about 4 feet below the surface, harvested and piled on the lake bank. A disposal crew will then pick up the piles and haul the away for proper disposal. No post harvest spray treatment will be made afterward.

If you agree to the services and rates listed in this proposal for work, please sign and send it back to the address listed above.

Will Elliott
Collier Environmental Services

1/27/20
Date

William Flister
QCDD

1/27/20
Date

Quarry CDD

210 N. University Dr.

Suite 702

Coral Springs, FL 33071

BLANKET PURCHASE ORDER

To: Collier Environmental Services

Phone: 239-262-2600

1115

Address: 2600 Golden Gate Parkway
Naples, FL 34105

Fax: 239-261-1971

PO Date: 1/22/20

Email:

Re:

Item #	Description	Qty	Sq Ft	Unit Price	Discount	Price
1	Basic lake maintenance services as outlined in CES 2020 Annual Lake and Littoral Maintenance Proposal dated 01/17/2020, for the sum of \$65,004. This work shall be coordinated through William Flister, CDD Supervisor.					
2	Additional optional cutting, mowing, and spraying services as outlined on Page 2 ("Optional Items") in CES 2020 Annual Lake and Littoral Maintenance Proposal dated 1/17/2020. Any optional services must first be approved in writing (Email is acceptable) by William Flister, CDD Supervisor, before the start of any optional service work. The sum for all additional services covered under this line item shall not exceed \$75,000 during the contract period.					
		1		\$ 65,004.00		\$ 65,004.00
	NOTE: The total invoicing by CES for all lake and littoral maintenance services during 2020 shall not exceed \$140,000 during the contract period					
Email: anna.golovan@inframark.com P: 954.603.0033 Ext 40524 Invoices sent to: inframark@avidbill.com (1/PDF)				Contract Amount		\$ 65,004.00

LAKE AND LITTORAL ZONE MAINTENANCE AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into to be effective the 22nd day of January, 2020, by and between:

THE QUARRY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located at c/o Inframark, Infrastructure Management Services, 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (“**District**”); and

PENINSULA IMPROVEMENT CORPORATION D/B/A COLLIER ENVIRONMENTAL SYSTEMS, a Florida corporation, whose mailing address is 2600 Golden Gate Parkway, Naples, Florida 34105 (“**Contractor**”).

RECITALS

WHEREAS, the District is a community development district located in Collier County, Florida, and established to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District has a need to retain an independent contractor to provide lake and littoral zone maintenance services for the thirty four (34) lakes (“**Lakes**”) within and around the District, identified in **Exhibit A**, attached hereto; and

WHEREAS, the Contractor submitted a proposal and represents that it is licensed and qualified to serve as a lake and littoral zone maintenance services contractor and provide such services to the District;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES. The Contractor shall provide services set forth in **Exhibit B**.

The Contractor shall provide all lake and littoral zone maintenance services within presently accepted standards and shall ensure that all services are sufficient to maintain the applicable properties consistent with the District’s applicable permits and/or conservation easements, as well as applicable federal, state and local laws. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and

responsibilities are met to the satisfaction of the District.

At no time shall the Contractor use any products, compounds, or materials that contain copper in any form in any of the water bodies within the project area unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Usage of such products, compounds, or materials must also be in compliance with applicable South Florida Water Management District (“SFWMD”) rules and any and all SFWMD permits issued to the District.

3. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the Lakes prior to the time of the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, and maintenance of the existing Lakes, regardless of the current condition of the Lakes, at no additional charge to the District. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing Lakes were not in good condition or otherwise differ materially from conditions ordinarily encountered.

4. MANNER OF CONTRACTOR’S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in Section 2 of this Agreement unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work. In furtherance of the foregoing, Exhibit B sets forth certain “Optional Items” that Contractor represents it is licensed and qualified to perform and the prices for such options. Contractor agrees that it shall not perform any of the Optional Items unless authorized to do so in writing by the District’s authorized representative. The sum for all Optional Items performed under this Agreement shall not exceed \$75,000 without the prior approval of the District’s Board of Supervisors.

C. The District shall designate in writing a person to act as the District’s representative with respect to the services to be performed under this Agreement. The District’s representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services.

- (1) The District hereby designates William Flister to act as its representative.
- (2) The Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- (3) The Contractor shall attend the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the lake and littoral zone maintenance services.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

A. As compensation for the monthly maintenance services described in this Agreement, the District agrees to pay the Contractor:

\$5,417.00 per month for the lake and littoral zone maintenance services as listed in **Exhibit B**, and

B. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing Services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

C. Work shall commence on the date first written above and end December 31, 2020. This Agreement shall automatically renew for one-year periods, unless terminated pursuant to the terms of this Agreement. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District's consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the insurance set forth in **Exhibit C**.

B. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Contractor shall, without interruption, maintain the insurance for at least

four years after the completion or termination of this Agreement.

C. The District, its staff, consultants and supervisors and the The Quarry Community Association, Inc. and its staff, consultants and Board members shall be named as additional insureds on each policy (with the exception of the Professional Liability Insurance and Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

7. **INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

8. **SOVEREIGN IMMUNITY.** Contractor agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

9. **COMPLIANCE WITH LAWS.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. The Contractor shall promptly notify the District in writing upon receipt of any notice, order, required to

comply notice, or a report of a violation or an alleged violation, made by any local, State, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services. Additionally, Contractor shall promptly comply with any requirement of such agency after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

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

11. DEFAULT; THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

14. TERMINATION. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice of termination to the other party. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. Further, the Contractor agrees that the District may terminate a portion of the services in the District's sole discretion, without terminating the entire Agreement. Upon any termination of this Agreement, the District shall not be liable for any damages of any kind except that Contractor shall be entitled to payment for all work and/or services rendered up until the

effective termination of this Agreement, subject to claims or off-sets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

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

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

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

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

20. MERGER; ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

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

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

23. NOTICES. All notices, requests, consents and other communications under this

Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to the District:** The Quarry Community
Development District
c/o Inframark
210 North University Drive, Suite 702
Coral Springs, Florida 33071
Attn: Robert Koncar
- With a copy to:** Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
- B. If to the Contractor:** Peninsula Improvement Corporation
d/b/a Collier Environmental Systems
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: Will Elliott

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

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

25. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of

Florida. Venue for any proceedings shall be in Collier County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239)936-0913, OR BY EMAIL AT BBLANDON@RIZZETTA.COM, OR BY REGULAR MAIL AT 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FLORIDA 33912.

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

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

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such

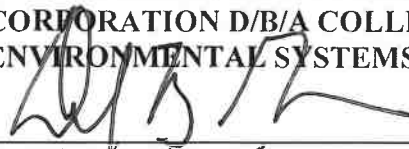
counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement, effective as of the date first written above.

**THE QUARRY COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

**PENINSULA IMPROVEMENT
CORPORATION D/B/A COLLIER
ENVIRONMENTAL SYSTEMS**



By: **DAVID B. GENSEL**
Its: **SP. VICE PRESIDENT**

- Exhibit A:** Maintenance Map of Lakes
Exhibit B: Scope of Services
Exhibit C: Insurance Certificate(s) and Endorsement(s)

EXHIBIT A
Maintenance Map of Lakes

The QUARRY

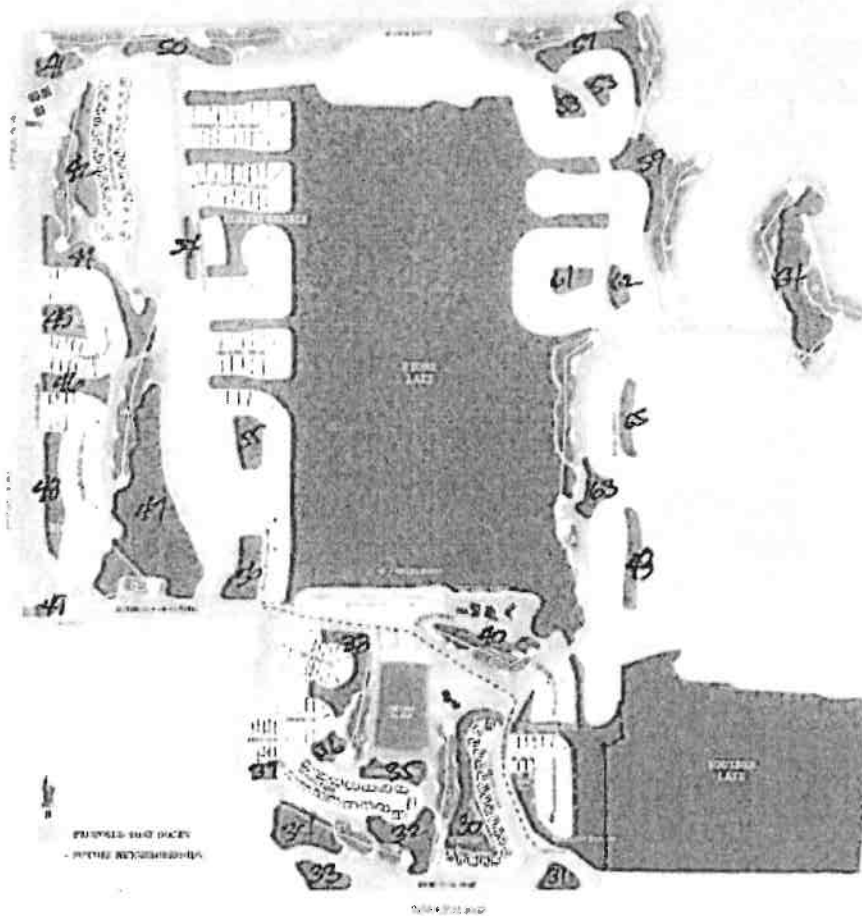


EXHIBIT B

Scope of Services



Lake & Wetland Management Specialists

2600 Golden Gate Parkway, Naples, FL 34105
Office: 239.262.2600. Fax: 239.261.1971

The Quarry	Lake and Littoral Zone Maintenance Proposal
------------	---------------------------------------------

This proposal dated January 17, 2020 is between Collier Environmental Services and The Quarry Community Development District.

1. Collier Environmental Services will manage lakes and littoral zones, from the sod line down, at the following sites in accordance with the terms and conditions stated in this proposal.

(34) Lakes and littoral zones consisting of approximately 200 acres at The Quarry Development in Naples, FL. Lakes included are numbers: 30 through 65 plus Stone and part of Boulder. See attached exhibit.

2. Weekly service to commence by date agreed upon between The Quarry and Collier Environmental Services. This proposal is based on weekly site visits by two spray technicians.
3. Customer agrees to pay Collier Environmental Services for specified services listed below for water management treatments and maintenance.

Weekly Lake and Littoral Maintenance	Included
weed and algae control in ponds and lakes	
Cleaning Boulder Lake Spillway	Included
Stone Lake and channels weed control 20' from shoreline	Included
around the lake perimeter excluding Illinois pond weed	
Boulder Lake weed control 20' from shoreline around the	Included
perimeter on QCDD owned portion and the boat launch,	
excluding Illinois pond weed	
Site Visit Reports	Included
Aquatic Consultation	Included
Littoral Planting	Available
Fish Stocking	Available

*Herbicide application supervised by FDACS commercially licensed personnel

*Only EPA approved and labeled materials are used

Total Proposal Cost: Annual: \$65004.00

Monthly: \$5417.00

Optional Items:

Weedoo Aquatic Harvester w/Operator	\$85.00/hour
Disposal Crew	\$105.00/hour (truck, labor, tools)
Beach mowing and harvest	\$11,000.00 per event (estimated)
Beach herbicide treatment	\$7620.00 per application
North Wall Stone Lake mowing and harvest	\$4610 per event (estimated)
North Wall Stone Lake herbicide	\$3280.00 per application
Lake 30 in front of Clubhouse mowing	\$3458.00 per event (estimated)
Lake 30 in front of Clubhouse herbicide	\$2870.00 per application
Quarry Dr bridge to Marina mowing	\$2305.00 per event (estimated)
Quarry Dr bridge to Marina herbicide	\$2700.00 per application

4. Lake and littoral zone maintenance will include weekly inspections and treatments will be made as needed. Site visit reports will be made.
5. Littoral zones consist of approximately 14 acres (7%) of the 200 acres of lakes.

EXHIBIT C
Insurance Certificate(s) and Endorsement(s)

PO 11/5



Lake & Wetland Management Specialists

2600 Golden Gate Parkway, Naples, FL 34105

Office: 239.262.2600. Fax: 239.261.1971

The Quarry

Lake and Littoral Zone Maintenance Proposal

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3. Customer agrees to pay Collier Environmental Services for specified services listed below for water management treatments and maintenance.

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weed and algae control in ponds and lakes	
Cleaning Boulder Lake Spillway	Included
Stone Lake and channels weed control 20' from shoreline	Included
around the lake perimeter excluding Illinois pond weed	
Boulder Lake weed control 20' from shoreline around the	Included
perimeter on QCDD owned portion and the boat launch,	
excluding Illinois pond weed	
Site Visit Reports	Included
Aquatic Consultation	Included
Littoral Planting	Available
Fish Stocking	Available

*Herbicide application supervised by FDACS commercially licensed personnel

*Only EPA approved and labeled materials are used

Total Proposal Cost: Annual: \$65004.00

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Quarry Dr bridge to Marina mowing	\$2305.00 per event (estimated)
Quarry Dr bridge to Marina herbicide	\$2700.00 per application

4. Lake and littoral zone maintenance will include weekly inspections and treatments will be made as needed. Site visit reports will be made.
5. Littoral zones consist of approximately 14 acres (7%) of the 200 acres of lakes.
6. This proposal is a Twelve (12) month agreement with automatic renewal for the succeeding twelve months with a 3% increase unless terminated in writing by either party. See section 7.
7. This agreement can be terminated by either party with thirty (30) day written notice to be sent by certified mail. Notification to be sent to Collier Environmental Services, 2600 Golden Gate Parkway, Naples, FL 34105
8. Collier Environmental Services employs Best Management Practices, calibrated equipment, authorized materials, and safety trained technicians for all treatment sites.
9. Collier Environmental Services is fully insured and will provide a Certificate of Insurance upon request.
10. Collier Environmental Services will abide by all Local, State, and Federal laws and regulations currently in effect.
11. Collection for services rendered is as follows: Thirty (30) days after invoice date. Subject to additional charges for any late payment. If customer defaults on provision of this agreement, a mechanics lien on property for collection of monies owed will be filed.

12. Customer must remit offer of Acceptance of this proposal to Collier Environmental Services within Thirty (30) days or proposal will be null and void.



Collier Environmental Systems, a.k.a.
Peninsula Improvement Corporation

Date

1/17/20

George Cingle Sr

The Quarry Community
Development District

Date

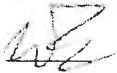
01/24/2020

EXHIBIT A STANDARD BUSINESS TERMS AND CONDITIONS

1. **Authorization to Proceed:** Execution of this AGREEMENT by Client will be authorization for PENINSULA IMPROVEMENT CORPORATION d/b/a COLLIER ENVIRONMENTAL SERVICES ("CES") to proceed with the services, unless otherwise provided in this AGREEMENT.
2. **Work:** The term "Work" shall mean the services provided, including labor, materials, equipment, and supplies, by CES to fulfill CES' obligations on the Project.
3. **Supervision:** CES shall supervise and direct the Work, using CES' best skill and attention. CES shall solely be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
4. **Labor and Materials:** Unless otherwise provided in the AGREEMENT, CES shall provide for and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

CES shall enforce strict discipline and good order among CES' employees and other persons carrying out the Work. CES shall not permit employment of unfit persons or persons not skilled in the tasks assigned to them.
5. **Affiliated Companies:** Work performed under this AGREEMENT may be performed using labor from affiliated companies of CES. Such labor will be billed to CLIENT under the same billing terms applicable to CES employees.
6. **Taxes:** CES shall pay sales, consumer, use, and similar taxes that are legally required when this AGREEMENT is executed.
7. **Notices:** CES shall comply with and give notices required by agencies having jurisdiction over the Work.
8. **Use of Site:** CES shall confine its operations to areas permitted by law, ordinances, permits, the Project, and the CLIENT.
9. **Cleaning Up:** CES shall keep its Work area and surrounding areas free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, equipment, and machinery, and shall properly dispose of waste materials in accordance to the scope of the Work.
10. **Subcontracts and Direct Expenses:** When services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services, and a markup of 10 percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, mail, shipping, equipment, and supplies; (2) CES' current standard rate charges for direct use of CES' vehicles, chemicals, supplies, and certain field equipment; and (3) CES' standard Project charges for computing systems, special health and safety requirements of OSHA, and telecommunications services. All sales, use, gross receipts, or similar taxes will be added to CES' compensation when invoicing the CLIENT.
11. **Information from CLIENT:** CLIENT shall provide supporting information and extraordinary Project considerations or special services, deeds, easements, rights-of-way, etc. needed for CES to complete the Work as described herein.
12. **Permit Fees:** CLIENT shall pay all Project related fees necessary for the performance of the Work by CES.
13. **Termination:** This AGREEMENT and obligation to provide further service may be terminated by either party upon 30 days written notice, or if in the event of substantial failure by either party to perform to the terms hereof through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.
14. **Billings and Payment:** Fixed fees shall be billed monthly for the Work portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. The actual fee may be more or less. Additional Services mutually agreed upon by CLIENT and CES shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Direct Expenses. The continuous progress of CES' service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts shall include an interest charge of 1.5% per month; and, in addition, CES may, after 7 days written notice to CLIENT, suspend services under this AGREEMENT until CES has been paid in full for all amounts due for services and expenses. CES is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this AGREEMENT by a court action or settlement without court action.
15. **Protection of Persons and Property:** CES shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. CES shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, and other property at the Work or adjacent thereto. CES shall promptly remedy damage and loss to property caused in whole or in part by CES, or by anyone for whose acts CES may be liable.
16. **Limitation of Liability:** CES' liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Term and Condition takes precedence over any conflicting Term and Condition of this AGREEMENT or any document incorporated, or referenced by it.

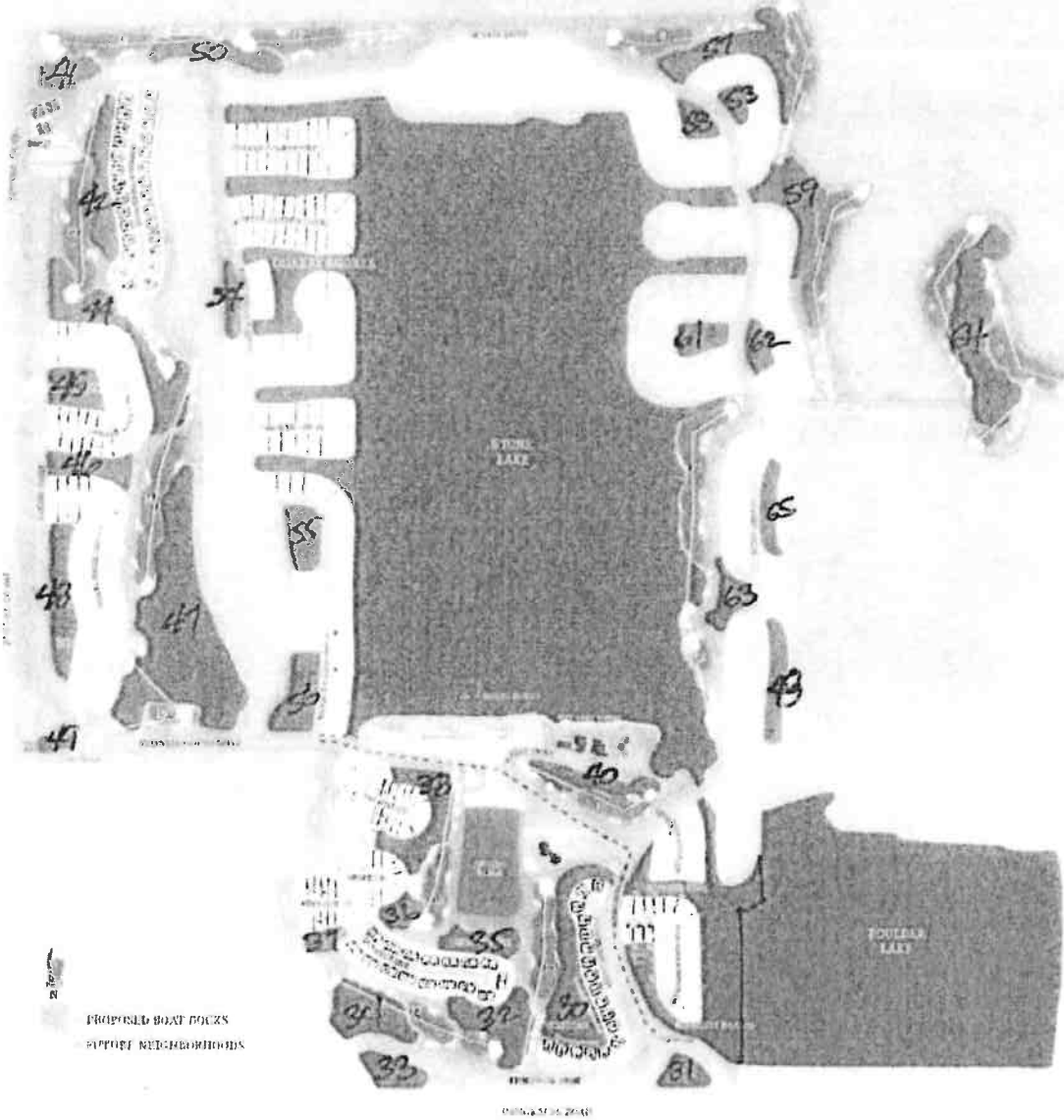
This limitation of liability will apply whether CES' liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CES' officers, affiliated corporations, employees, and subcontractors.
17. **Severability and Survival:** If any term and condition contained in this AGREEMENT are held illegal, invalid, or unenforceable, the other terms and conditions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.
18. **No Third Party Beneficiaries:** This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and CES and has no third party beneficiaries except as provided in paragraph 16.
19. **Assignments:** Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.
20. **Force Majeure:** If the Work under this AGREEMENT is affected by causes beyond CES' reasonable control, the Project schedule and compensation shall be equitably adjusted.
21. **Mediation:** In an effort to resolve any conflicts that arise during, or following completion of the Work, CLIENT and CES agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties agree otherwise.
22. **Changes:** CLIENT may make or approve changes to the scope of Work of this AGREEMENT. If such changes affect CES' cost or time required for the performance of the Work, an equitable adjustment will be made through a written amendment to this AGREEMENT.
23. **Correction of Work:** CES shall promptly correct nonconforming Work within a reasonable time.

Initial: Date: 11/7/20

Initial: _____

Date: _____

The QUARRY



Tenth Order of Business

THE QUARRY COMMUNITY DEVELOPMENT DISTRICT CHAIRMAN'S ACTIVITY REPORT SINCE LAST MEETING FOR OCTOBER 19, 2020 MEETING

- I. FEMA Update:
 - a. FEMA's Environment and Historic Preservation (EHP) group is reviewing our funding request and has continued to ask for additional information, which requires CPH to update their prior certification regarding the need for permitting for completed shoreline work. They further demand a response within two business days. CHP provided a revised letter which was submitted to FEMA.
 - b. No date nor amount can be provided by FEMA on their review of our funding request.
- II. Resident issues:
 - a. A home on Siesta Bay Court was installing a pool and was stockpiling soil alongside our pond on Quarry Drive without the required silt fence protecting the pond from erosion. Justin was asked to follow up with contractor.
- III. CD101 Plans:
 - a. Revisions were provided to Albert for updates.
- IV. Assessment Methodology:
 - a. The Board authorized this work last meeting. We have had communications with Russ Weyer on the progress of his work.
- V. Privileged discussions with QCDD and QCA attorneys on upcoming litigation

Stanley T. Omland. PE, PP, CME, LEED AP

10.09.20

The Quarry Community Development District

Lake and Preserve Maintenance update since the last meeting September 21, 2020

Lake maintenance was conducted along the northern end of Stone lake which included cutting and removing Illinois pond weed by the entrance to the canals and further down by the boat docks between Gypsum Way and Flint Court and between Flint Court and Graphite Dr. Work will begin again mid to late October along the beach area with cutting and treating with herbicides. Pond weed was noted growing off the beach area along the low water point mark from the past summer and beginning to re-emerge in other areas. The shoots are coming back thinner and should take less hours to treat. By starting in late October we are hoping to get through the winter season with only minor issues to contend with.

Request for proposals for the annual preserve maintenance program and preserve restoration were sent out. Subsequently, a pre bid conference meeting was held on October 1, 2020 at the Quarry Beach Club with eight contractors attending. Contractors were later provided a tour of the preserves. Access will be made available to the preserves for a more detailed assessment if requested.

Next HBCDD meeting will be in November.