

**THE QUARRY  
COMMUNITY DEVELOPMENT DISTRICT**

**REGULAR MEETING  
MAY 17, 2021**

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**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

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May 10, 2021

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 May 17, 2021 at 1:00 PM. The meeting will be held at the Quarry Beach Club, 8975 Kayak Drive, Naples, FL. The following is the agenda for the meeting:

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comments on Agenda Items**
- 5. Engineer's Report**
  - A. Engineer's Written Report
  - B. CPH Water Quality Monitoring Proposal v.1
  - C. CPH Water Quality Monitoring Proposal v.2
  - D. CPH Buoys Coordinates Exhibit
  - E. CPH Preserve Inspection Proposal
  - F. CPH QE Phase II & III Warranty Inspection Report
  - G. CPH Exiting Stormwater Management Lakes Assessment & Maintenance Advisement
  - H. Quarry Golf Course Lake 47 Test Case Discussion
  - I. FY2021 Additional Lake Bank Restoration Recommendations
  - J. CPH CES Landing Sites Permitting/Design Proposal
- 6. District Manager's Report**
  - A. Approval of the April 19, 2021 Minutes
  - B. Acceptance of the Financial Report, and Approval of the Check Register and Invoices of April 2021
  - C. Follow-up Items
    - i. Status of Resident Complaints
    - ii. Variance Easement Report Update
    - iii. Letter from Berger, Toombs, Elam, Gaines & Frank
- 7. Presentation of the Fiscal Year 2022 Financial Budget**
  - A. Consideration of Resolution 2021-06, Approving the FY2022 Budget and Setting the Public Hearing
- 8. Attorney's Report**

The Quarry CDD  
May 10, 2021  
Page 2

- A. Attorney's Written Report
- B. License Agreement for Installation of Improvements Discussion
- 9. Old Business Items**
  - A. FEMA Update
  - B. Assessment Methodology – Golf Course Report
- 10. New Business Items**
  - A. QCA Land Swap Request
  - B. Florida Reserve Study and Appraisal
- 11. Supervisor Requests**
  - A. Reports**
    - i. *Chairman's Report:* Mr. Omland
    - ii. *Lake & Preserve:* Mr. Flister
      - o *CES Preserve Maintenance Contract Amendment Discussion*
      - o *Inframark Monthly Inspection Report Proposal*
    - iii. *Illinois Pondweed Lake Survey:* Mr. Schliep
    - iv. *Heritage Bay Umbrella Association Update:* Mr. Cantwell
- 12. Audience Comments**
- 13. Adjournment**

***The next scheduled meeting: Monday June 21, 2021***

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 (239)785-0675.

Sincerely,

*Justin Faircloth*

Justin Faircloth  
District Manager

cc: Jere Earlywine      Jeffrey Satfield      Wes Haber      Albert Lopez

## **Fifth Order of Business**



**5A**



2216 Altamont Avenue  
Fort Myers, Florida 33901  
Phone: 239.332.5499  
Fax: 239.332.2955  
[www.cphcorp.com](http://www.cphcorp.com)

# **The Quarry CDD – Engineer’s Report**

## **May 2021**

### **Variance Approvals**

- 9237 Gypsum Way Dock - Anchor Inspection
  - CPH submitted opinion letter for potential anchor alternative based on similar dock installation detail provided for 9273 Quarry Dr.

### **Home Owners Issues**

- 9160 Flint Ct – Resident expressed concerns with recently repaired rip rap area. CPH inspected the area and provided a written report for the Board’s discussion. Existing stacked pavers are not placed within the LME.

### **SFWMD Coordination**

- CPH has cancelled this inspection per the Board’s request.

### **Pending Contracts/Proposals**

- Water Quality Monitoring Report
  - Two different proposals were submitted for the Board’s consideration and approval.
- Preserve Maintenance Inspection
  - Proposal for up to (4) events was submitted for the Board’s consideration and approval.
- Weed Storage Ramp
  - CPH currently working on this proposal.
- Lake Stabilization Test Spot – Inspection proposal
  - CPH currently working on this proposal

**Current Projects**

- Stormwater System Annual Report - completion expected 5/7/2021
- Golf Course Lakes Assessment - completion expected 5/7/2021
- QE's Warranty Inspection - completion expected 5/7/2021

**5B**

AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
CPH, INC.  
AND  
INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES, INC.  
FOR  
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT  
WATER QUALITY MONITORING  
COLLIER COUNTY, FLORIDA



May 3, 2021

CPH, Inc., Environmental Services (CPH) has prepared a proposal of services and fees to provide certain professional consultant services for the above referenced project. CPH, Inc. hereinafter known as CPH or CONSULTANT proposes to furnish Inframark Infrastructure Management Services, Inc., hereinafter known as the Client, the professional services described below for the fees stipulated herein.

#### PROJECT DESCRIPTION

CPH, Inc. has been requested to perform two (2) monitoring events to collect water quality data within approximately 31 lakes/stormwater management ponds with the community development district boundary. The first monitoring event will include all the CDD lakes and the second monitoring event will include 15 lakes. The 2 monitoring events shall occur in October 2021 and April 2022. A report of results shall be prepared summarizing each monitoring event for a total of 2 reports and each report will be provided to the Client. The lake monitoring shall include grab samples for each of the 31 lakes. The lakes proposed for sampling are numbered as 30,31,32,33, 34, 35, 36, 37, 38, 40, 41, 42, 44, 45, 46, 47, 48, 50, 53, 54, 55, 56, 57, 58, 59, 61, 62, 63, 63A, 63B and 64 (See Attached Sheet EX-1 for lake numbering). The lakes selected for the second monitoring event are to be determined.

The Quarry CDD desires to assess and maintain the lakes/stormwater ponds and lake littoral zones in the above referenced lakes. CPH shall evaluate the existing conditions of the accessible stormwater infrastructure and lake/pond areas to identify vegetation within the littoral zones. CPH shall prepare a report documenting the existing conditions for the CDD and to provide recommendations for improvements need to maintain compliance with using SFWMD permit.

The proposed scope of work includes items that are required as part of the SFWMD permit and discretionary to determine the quality of the lake/pond habitats. The water quality monitoring is not required by the SFWMD permit. However, water quality data gathered will assist with determining the functionality and health of the stormwater system. The CDD is required to maintain the stormwater system for the system to operate per the designed and permitted function. The evaluation and report will provide the CDD with the existing condition of the system and assist with budgeting improvements.

## 1.0 SCOPE OF SERVICES

### 1.1 Basic Services

CPH shall provide, or obtain from others, all labor, material and equipment to perform the following services:

#### ENV-1 October 2021 Water Sampling Event & Report

- CPH shall notify the CCD at least two (2) weeks prior the scheduled water quality sampling event.
- CPH shall sample salinity, conductivity, temperature, dissolved oxygen, pH for one (1) event within approximately 31 lakes within the development boundaries. CPH shall collect one (1) sample for each parameter to include Chlorophyll *a*, Total Nitrogen and Total Phosphorus within approximately 31 lakes.
- CPH shall coordinate with the analytical laboratory to obtain sampling materials for collection of Chlorophyll *a*, TN and TP as needed. Once samples area collected, CPH shall deliver samples to the laboratory for analysis.
- Water quality sampling shall be located within the deep part of the lake within the photic zone. The sample depth and time will be recorded and identified within the report. CPH anticipates two to three days to sample lakes.
- During water quality sampling, CPH scientists shall photograph lakes, document the aquatic vegetation observed and additional observations that may affect water quality. These observations shall also be recorded and photographed as deemed necessary.
- CPH shall report any issues observed during the sampling events to the Client via email.
- CPH shall report the monitoring event results to the Client within two (2) weeks of receipt of the laboratory sampling results. A location map of the sampling areas shall also be provided in the report.
- FDEP Standard Operating Procedures (SOP) shall be followed with sample collection, handling and laboratory analysis.
- CPH shall address comments or issues brought forth by the CDD regarding the report. CPH shall revise the report as needed.

#### ENV-2 April 2022 Water Sampling Event & Report

- CPH shall notify the CCD at least two (2) weeks prior the scheduled water quality sampling event.
- CPH shall sample salinity, conductivity, temperature, dissolved oxygen, pH for one (1) event within approximately 15 lakes within the development boundaries. CPH shall collect one (1) sample for each parameter to include Chlorophyll *a*, Total Nitrogen and Total Phosphorus within approximately 15 lakes.
- CPH shall coordinate with the analytical laboratory to obtain sampling materials for collection of Chlorophyll *a*, TN and TP as needed. Once samples area collected, CPH shall deliver samples to the laboratory for analysis.
- Water quality sampling shall be located within the deep part of the lake within the photic zone. The sample depth and time will be recorded and identified within the report. CPH anticipates two to three days to sample lakes.
- During water quality sampling, CPH scientists shall photograph lakes, document the aquatic vegetation observed and additional observations that may affect water quality. These observations shall also be recorded and photographed as deemed necessary.

- CPH shall report any issues observed during the sampling events to the Client via email.
- CPH shall report the monitoring event results to the Client within two (2) weeks of receipt of the laboratory sampling results. A location map of the sampling areas shall also be provided in the report.
- FDEP Standard Operating Procedures (SOP) shall be followed with sample collection, handling and laboratory analysis.
- CPH shall address comments or issues brought forth by the CDD regarding the report. CPH shall revise the report as needed.

## 1.2 Additional Services

Provide other professional and technical services not specifically identified in Sections ENV-1 and ENV-2.

## 2.0 COST AND COMPENSATION

### 2.1 Basic Services

Services under Basic Services, Task ENV-1 above shall be provided as a Fixed Fee of \$14,100 for one (1) sampling event to monitor approximately 31 water bodies including report preparation.

Services under Basic Services, Task ENV-2 above shall be provided as a Fixed Fee of \$11,340 for one (1) sampling event to monitor approximately 15 water bodies including report preparation.

## 3.0 RESPONSIBILITIES OF OTHERS

- The Client shall guarantee access to and make provisions for CPH to enter public or private lands as required by CPH to perform their work under this Agreement.
- It is understood that CPH, Inc. will perform services under the sole direction of the Client or his designated representative. In the performance of these services, CPH will coordinate its efforts with those of other project team members and consultants as required. The Client shall provide CPH with all project related information available including the existing land plan, property legal description, title work, boundary and topographic surveys, geotechnical investigation reports, etc. CPH will rely upon the accuracy and completeness of all Client furnished information in connection with the performance of services under this agreement.
- The CDD shall provide CPH with any reports prepared previously within information on the stormwater management system, any homeowner complaints regarding erosion or other issues related to the lakes/ponds and any information on infrastructure improvements performed by the CDD.

## 4.0 SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Environmental studies and coordination of environmental issues with the regulatory agencies.

- Wetlands Permitting
- Wildlife Assessments and Permitting
- Review of an alternative product in lieu of the product called for on the plans and specifications
- Services resulting from changes made by client following the completion of specific project tasks that require re-work by CPH
- Special meetings with agencies, other consultants or Client not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Phase II and remediation
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, **at the CLIENT's request, that contains the Scope of Services, fee, and schedule** required to complete the additional work item.


## 5.0 SCHEDULE

CPH will work expeditiously to complete the scope of services in a timely manner. The estimated schedule for services is attached to the proposal. The schedule may be adjusted if there are weather delays.

## 6.0 AUTHORIZATION

Should the agreement be acceptable, please sign, retain a copy for your records, and return a copy to CPH as our notice to proceed. We look forward to working with you on this endeavor. Should you have any questions, please call me at (407) 399-0840.

### CPH, INC AUTHORIZATION

By:   
\_\_\_\_\_  
Amy E. Daly, LEED AP

Title: Vice President/Director of Environmental Services

Date: May 3, 2021



## CLIENT AUTHORIZATION

INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES, INC. agrees with the Scope of Services, Compensation, and Standard Provisions Exhibit A (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between CPH, INC. and INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES, INC.

The fees for Basic Services proposed herein are estimated at \$25,440

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT. Payment for services rendered will be due within forty-five (45) days of invoicing. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in **writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice.** Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become ninety (90) days past due. In event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be **responsible for CLIENT'S failure to meet project deadlines imposed by governments, lenders, or other third parties.** Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for nonpayment of the invoices.

This proposal is void if not executed and returned to the CONSULTANT within 60 days of the CONSULTANTS execution of the proposal.

By:

\_\_\_\_\_  
INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES, INC.

Print Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

The Quarry CDD  
Preliminary Schedule  
Water Quality Monitoring

Task #	Activity	Date	Fixed Fee
ENV-1	Water Quality Sampling and Report	Sampling– October 2021	\$14,100
		Report– November 2021	
ENV-2	Water Quality Sampling and Report	Sampling - April 2022	\$11,340
		Report - May 2022	
TOTAL FEE			\$25,440

## EXHIBIT A

### Standard Provisions to Agreement

Agreement between Inframark Infrastructure Management Services, Inc. (hereinafter referred to as "OWNER/CLIENT") and CPH, Inc. (hereinafter referred to as "CPH") for professional services which may include engineering, surveying, architecture, landscape architecture, environmental, forestry, planning, transportation/traffic, etc. dated May 3, 2021.

#### **Standard of Care**

CPH will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances practicing in the same or similar locality. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services.

#### **Compensation, Out of Pocket and Subcontract Expenses**

"Compensation" as used in the Agreement includes those costs which are connected with the conditions of employment and pay of the employees and include salaries of those employees directly engaged in the performance of the requested services and employer contributions for social security, workers compensation, unemployment and payroll taxes, medical and insurance benefits, retirement benefits, holiday and sick leave pay and other allowed benefits. "Out of Pocket Expenses" as used in the Agreement include such items as travel and subsistence, printing and reproduction, telephone/communications charges, freight, postage, computer and similar costs. "Subcontract Expenses" as used in this Agreement include subcontracts for special consultants such as licensed land surveyors, soils borings and geotechnical and geohydrological services, laboratory services, environmental scientist services and other professional scientific or technical service organizations.

Invoice payments are due upon receipt of the invoice and must be kept current for services to continue. Payment should be mailed to CPH, Inc. at 500 West Fulton Street, Sanford, FL 32771. If the OWNER/CLIENT fails to pay any invoice due within 45 days of the date of the invoice, CPH may, without waiving any other claim or right against OWNER/CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants and subconsultants. OWNER/CLIENT shall pay CPH interest at 12% per annum on all invoices that remain unpaid for more than 45 days.

#### **Additional Services**

"Additional Services" of CPH are services which are not considered normal or customary basic services, except to the extent provided in the basic Agreement, and may include such items as preparation of grant or funding applications and supporting documents; additional services or costs resulting from significant changes in the scope or extent of the project or its design or project delays; providing renderings or models for the OWNER/CLIENT's use; preparing documents for alternate bids; furnishing the services of special consultants; resident project representation or resident inspection; services resulting from the award of additional separate contracts; special field surveys; reproducible Record Drawings or original Drawings; providing "as-built" drawings; additional services during construction; serving as a consultant or witness for the OWNER/CLIENT during any litigation, public hearing, etc.; and services normally furnished by the OWNER/CLIENT; or other services not otherwise specifically provided for in the Agreement. Additional services are not included in the basic payment provisions of the Agreement except to the extent specifically provided herein.

#### **Opinions of Cost**

Since CPH has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(s)' methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost and construction cost are made on the basis of our experience and qualifications and represent our best judgment as an experienced and qualified professional, familiar with the construction industry;

but CPH cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by us.

### **Use of Documents**

All documents including Drawings and Specifications prepared by CPH pursuant to this Agreement belong to CPH and are instruments of our service in respect to the project. They are not intended or represented to be suitable for reuse by the OWNER/CLIENT on another project or any extension of this project, or for use by others on this project, any extension, or any other project. Rights to use of the documents by Owner/Client shall terminate in the event that Owner/Client fails to pay invoices as outlined herein.

### **Underground Utilities and Structures**

The locations of all existing utilities shown on the drawings prepared by CPH will be based on surveys of at-grade or above grade physical culture (such as valve boxes, hydrants, utility poles, permanent markers) and surveying to pick up temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others including mark-ups of locations provided by the utility). The below grade vertical and horizontal locations of utilities will not be required to be surveyed by CPH, and consequently, CPH assumes no responsibility for the location of below grade utilities. The OWNER/CLIENT agrees to release CPH from any liability to OWNER/CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been known based on the above.

### **Termination**

The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CPH shall be compensated by the OWNER/CLIENT for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.

### **Construction Administration**

Where construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections, but shall make periodic observations as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the CONTRACTOR or the safety precautions and programs incident to the work of the CONTRACTOR. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the work to keep the Owner advised of the work. CPH will observe the work of the CONTRACTOR to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the CONTRACTOR to perform the construction work in accordance with the Documents. CPH shall provide the OWNER/CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of the periodic visits above-mentioned. During such visits and on the basis of its on-site observations, CPH may recommend to the OWNER that the CONTRACTOR's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the CONTRACTOR's work.

### **Professional Services Provided by Others**

Surveying, soils, planning, architecture, landscape architecture, legal, accounting, construction inspection and other services may be provided by the OWNER/CLIENT or others on this project and the results furnished to CPH. It is agreed that CPH may rely upon the results of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.

**CPH's Approval for Payment**

Approval of a CONTRACTOR's application for payment is an expression of opinion by CPH and shall at no time be considered as legal obligation on the part of CPH. Neither shall same be considered as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that we have made any examination of how or for what purpose any CONTRACTOR has used the money paid on any of the CONTRACTOR's work or that title to any of the CONTRACTOR's work, materials or equipment has passed to the OWNER/CLIENT, free and clear of any liens, claims, security interests or encumbrances.

**Checking of Shop Drawings**

Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the CONTRACTOR's responsibility and not that of the CPH, for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

**Pre-existing Contaminants**

CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with OWNER/CLIENT's contaminated substances can expose CPH to severe risks, OWNER/CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with OWNER/CLIENT's contaminated substances. OWNER/CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.

**Site Safety Responsibilities**

CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. OWNER/CLIENT warrants that: 1) these responsibilities will be made clear in OWNER/CLIENT's agreement with the Contractor; 2) OWNER/CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold OWNER/CLIENT and CPH harmless up to a limit of \$1,000,000 from any fine, penalty, claim, or liability for injury or loss arising from OWNER/CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) OWNER/CLIENT's agreement with the Contractor shall require the Contractor to make OWNER/CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for OWNER/CLIENT and CPH, and shall hold OWNER/CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to a limit of \$1,000,000. Given the foregoing, OWNER/CLIENT also shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless up to a limit of \$1,000,000 from any claim or liability for injury or loss arising from CPH's alleged failure to exercise site safety responsibility. OWNER/CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

**Governing Law, Venue, Jurisdiction**

This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising from this agreement shall be filed and/or defended in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue.

**Attorney Fees and Costs**

In connection with any dispute arising out of this Contract, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.

**Waiver of Consequential Damages**

OWNER/CLIENT and CPH mutually agree to waive all claims for consequential damages against each other and each other's respective officers, directors, and employees from any and all claims arising out of the project, including, but not limited to, loss of use, lost profits, and delay damages, against each other, arising from disputes, claims, or other matters relating to this Agreement.

**Delay In Performance**

Neither the OWNER/CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either the OWNER/CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.

**Project Development, Approvals and Scheduling**

CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the development of the site for use as proposed by the Owner/Developer. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval of the site for development as proposed.

The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will approve, in whole or in part, the requested use of the project or that the decision making process will be timely for the project's use, or that the Authorities will grant variances applicable to the project. Therefore, the OWNER/CLIENT bears the risk of non-approval of the proposed use and the timing thereof. The OWNER/CLIENT needs to consider the ramifications to it if the project is not approved or only approved in part.

**Limitation of Liability:**  
**Site Check Studies**

OWNER/CLIENT acknowledges that CPH's Site Check Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. OWNER/CLIENT acknowledges the recommendation of CPH that the OWNER/CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If OWNER/CLIENT elects to close on the subject property prior to that time, OWNER/CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.

In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity relating to CPH's Site Check Studies under this contract such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee for the Site Check Study paid by OWNER/CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

**Design And Other Professional Services**

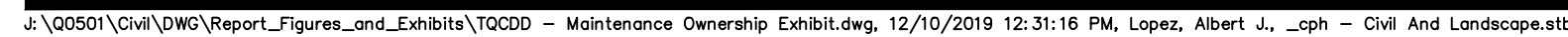
OWNER/CLIENT acknowledges that CPH's services pursuant to this Agreement are to assist the client and are for the scope of services as outlined in the attached contract. In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity, such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee paid by OWNER/CLIENT to CPH under this Agreement or \$50,000, whichever is greater.

**PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE**

**Construction Defects on Florida Projects**

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES







**5C**

AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
CPH, INC.  
AND  
INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES, INC.  
FOR  
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT  
WATER QUALITY MONITORING  
COLLIER COUNTY, FLORIDA



May 3, 2021

CPH, Inc., Environmental Services (CPH) has prepared a proposal of services and fees to provide certain professional consultant services for the above referenced project. CPH, Inc. hereinafter known as CPH or CONSULTANT proposes to furnish Inframark Infrastructure Management Services, Inc., hereinafter known as the Client, the professional services described below for the fees stipulated herein.

## PROJECT DESCRIPTION

CPH, Inc. has been requested to perform two (2) monitoring events to collect water quality data within approximately 15 lakes/stormwater management ponds with the community development district boundary. The 2 monitoring events shall occur in October 2021 and April 2022. A report of results shall be prepared summarizing each monitoring event for a total of 2 reports and each report will be provided to the Client. The lake monitoring shall include grab samples from 15 of the 31 lakes. The 15 lakes to be sampled will be selected from the numbered lakes of 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 44, 45, 46, 47, 48, 50, 53, 54, 55, 56, 57, 58, 59, 61, 62, 63, 63A, 63B and 64 (See Attached Sheet EX-1 for lake numbering).

The Quarry CDD desires to assess and maintain the lakes/stormwater ponds and lake littoral zones in the above referenced lakes. CPH shall evaluate the existing conditions of the accessible stormwater infrastructure and lake/pond areas to identify vegetation within the littoral zones. CPH shall prepare a report documenting the existing conditions for the CDD and to provide recommendations for improvements need to maintain compliance with using SFWMD permit.

The proposed scope of work includes items that are required as part of the SFWMD permit and discretionary to determine the quality of the lake/pond habitats. The water quality monitoring is not required by the SFWMD permit. However, water quality data gathered will assist with determining the functionality and health of the stormwater system. The CDD is required to maintain the stormwater system for the system to operate per the designed and permitted function. The evaluation and report will provide the CDD with the existing condition of the system and assist with budgeting improvements.

## 1.0 SCOPE OF SERVICES

### 1.1 Basic Services

CPH shall provide, or obtain from others, all labor, material and equipment to perform the following services:

#### ENV-1 October 2021 Water Sampling Event & Report

- CPH shall notify the CCD at least two (2) weeks prior the scheduled water quality sampling event.
- CPH shall sample salinity, conductivity, temperature, dissolved oxygen, pH for one (1) event within approximately 15 lakes within the development boundaries. CPH shall collect one (1) sample for each parameter to include Chlorophyll *a*, Total Nitrogen and Total Phosphorus within approximately 15 lakes.
- CPH shall coordinate with the analytical laboratory to obtain sampling materials for collection of Chlorophyll *a*, TN and TP as needed. Once samples are collected, CPH shall deliver samples to the laboratory for analysis.
- Water quality sampling shall be located within the deep part of the lake within the photic zone. The sample depth and time will be recorded and identified within the report. CPH anticipates two to three days to sample lakes.
- During water quality sampling, CPH scientists shall photograph lakes, document the aquatic vegetation observed and additional observations that may affect water quality. These observations shall also be recorded and photographed as deemed necessary.
- CPH shall report any issues observed during the sampling events to the Client via email.
- CPH shall report the monitoring event results to the Client within two (2) weeks of receipt of the laboratory sampling results. A location map of the sampling areas shall also be provided in the report.
- FDEP Standard Operating Procedures (SOP) shall be followed with sample collection, handling and laboratory analysis.
- CPH shall address comments or issues brought forth by the CCD regarding the report. CPH shall revise the report as needed.

#### ENV-2 April 2022 Water Sampling Event & Report

- CPH shall notify the CCD at least two (2) weeks prior the scheduled water quality sampling event.
- CPH shall sample salinity, conductivity, temperature, dissolved oxygen, pH for one (1) event within approximately 15 lakes within the development boundaries. CPH shall collect one (1) sample for each parameter to include Chlorophyll *a*, Total Nitrogen and Total Phosphorus within approximately 15 lakes.
- CPH shall coordinate with the analytical laboratory to obtain sampling materials for collection of Chlorophyll *a*, TN and TP as needed. Once samples are collected, CPH shall deliver samples to the laboratory for analysis.
- Water quality sampling shall be located within the deep part of the lake within the photic zone. The sample depth and time will be recorded and identified within the report. CPH anticipates two to three days to sample lakes.
- During water quality sampling, CPH scientists shall photograph lakes, document the aquatic vegetation observed and additional observations that may affect water quality. These observations shall also be recorded and photographed as deemed necessary.
- CPH shall report any issues observed during the sampling events to the Client via email.
- CPH shall report the monitoring event results to the Client within two (2) weeks of receipt of the laboratory sampling results. A location map of the sampling areas shall also be provided in the report.
- FDEP Standard Operating Procedures (SOP) shall be followed with sample collection, handling and laboratory analysis.

- CPH shall address comments or issues brought forth by the CDD regarding the report. CPH shall revise the report as needed.

## 1.2 Additional Services

Provide other professional and technical services not specifically identified in Sections ENV-1 and ENV-2.

## 2.0 COST AND COMPENSATION

### 2.1 Basic Services

Services under Basic Services, Task ENV-1 above shall be provided as a Fixed Fee of \$11,340 for one (1) sampling event to monitor approximately 15 water bodies including report preparation.

Services under Basic Services, Task ENV-2 above shall be provided as a Fixed Fee of \$11,340 for one (1) sampling event to monitor approximately 15 water bodies including report preparation.

## 3.0 RESPONSIBILITIES OF OTHERS

- The Client shall guarantee access to and make provisions for CPH to enter public or private lands as required by CPH to perform their work under this Agreement.
- It is understood that CPH, Inc. will perform services under the sole direction of the Client or his designated representative. In the performance of these services, CPH will coordinate its efforts with those of other project team members and consultants as required. The Client shall provide CPH with all project related information available including the existing land plan, property legal description, title work, boundary and topographic surveys, geotechnical investigation reports, etc. CPH will rely upon the accuracy and completeness of all Client furnished information in connection with the performance of services under this agreement.
- The CDD shall provide CPH with any reports prepared previously within information on the stormwater management system, any homeowner complaints regarding erosion or other issues related to the lakes/ponds and any information on infrastructure improvements performed by the CDD.

## 4.0 SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Environmental studies and coordination of environmental issues with the regulatory agencies.
- Wetlands Permitting
- Wildlife Assessments and Permitting
- Review of an alternative product in lieu of the product called for on the plans and specifications
- Services resulting from changes made by client following the completion of specific project tasks that require re-work by CPH

- Special meetings with agencies, other consultants or Client not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Phase II and remediation
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, **at the CLIENT's request, that contains the Scope of Services, fee, and schedule** required to complete the additional work item.

## 5.0 SCHEDULE

CPH will work expeditiously to complete the scope of services in a timely manner. The estimated schedule for services is attached to the proposal. The schedule may be adjusted if there are weather delays.

## 6.0 AUTHORIZATION

Should the agreement be acceptable, please sign, retain a copy for your records, and return a copy to CPH as our notice to proceed. We look forward to working with you on this endeavor. Should you have any questions, please call me at (407) 399-0840.

### CPH, INC AUTHORIZATION

By:



Amy E. Daly, LEED AP

Title: Vice President/Director of Environmental Services

Date: May 3, 2021

## CLIENT AUTHORIZATION

INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES, INC. agrees with the Scope of Services, Compensation, and Standard Provisions Exhibit A (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between CPH, INC. and INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES, INC.

The fees for Basic Services proposed herein are estimated at \$22,680

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT. Payment for services rendered will be due within forty-five (45) days of invoicing. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in **writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice.** Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become ninety (90) days past due. In event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be **responsible for CLIENT'S failure to meet project deadlines imposed by governments, lenders, or other third parties.** Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for nonpayment of the invoices.

This proposal is void if not executed and returned to the CONSULTANT within 60 days of the CONSULTANTS execution of the proposal.

By:

\_\_\_\_\_  
INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES, INC.

Print Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

The Quarry CDD  
Preliminary Schedule  
Water Quality Monitoring

Task #	Activity	Date	Fixed Fee
ENV-1	Water Quality Sampling and Report	Sampling– October 2021	\$11,340
		Report– November 2021	
ENV-2	Water Quality Sampling and Report	Sampling - April 2022	\$11,340
		Report - May 2022	
TOTAL FEE			\$22,680

## EXHIBIT A

### Standard Provisions to Agreement

Agreement between Inframark Infrastructure Management Services, Inc. (hereinafter referred to as "OWNER/CLIENT") and CPH, Inc. (hereinafter referred to as "CPH") for professional services which may include engineering, surveying, architecture, landscape architecture, environmental, forestry, planning, transportation/traffic, etc. dated May 3, 2021.

#### **Standard of Care**

CPH will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances practicing in the same or similar locality. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services.

#### **Compensation, Out of Pocket and Subcontract Expenses**

"Compensation" as used in the Agreement includes those costs which are connected with the conditions of employment and pay of the employees and include salaries of those employees directly engaged in the performance of the requested services and employer contributions for social security, workers compensation, unemployment and payroll taxes, medical and insurance benefits, retirement benefits, holiday and sick leave pay and other allowed benefits. "Out of Pocket Expenses" as used in the Agreement include such items as travel and subsistence, printing and reproduction, telephone/communications charges, freight, postage, computer and similar costs. "Subcontract Expenses" as used in this Agreement include subcontracts for special consultants such as licensed land surveyors, soils borings and geotechnical and geohydrological services, laboratory services, environmental scientist services and other professional scientific or technical service organizations.

Invoice payments are due upon receipt of the invoice and must be kept current for services to continue. Payment should be mailed to CPH, Inc. at 500 West Fulton Street, Sanford, FL 32771. If the OWNER/CLIENT fails to pay any invoice due within 45 days of the date of the invoice, CPH may, without waiving any other claim or right against OWNER/CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants and subconsultants. OWNER/CLIENT shall pay CPH interest at 12% per annum on all invoices that remain unpaid for more than 45 days.

#### **Additional Services**

"Additional Services" of CPH are services which are not considered normal or customary basic services, except to the extent provided in the basic Agreement, and may include such items as preparation of grant or funding applications and supporting documents; additional services or costs resulting from significant changes in the scope or extent of the project or its design or project delays; providing renderings or models for the OWNER/CLIENT's use; preparing documents for alternate bids; furnishing the services of special consultants; resident project representation or resident inspection; services resulting from the award of additional separate contracts; special field surveys; reproducible Record Drawings or original Drawings; providing "as-built" drawings; additional services during construction; serving as a consultant or witness for the OWNER/CLIENT during any litigation, public hearing, etc.; and services normally furnished by the OWNER/CLIENT; or other services not otherwise specifically provided for in the Agreement. Additional services are not included in the basic payment provisions of the Agreement except to the extent specifically provided herein.

#### **Opinions of Cost**

Since CPH has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(s)' methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost and construction cost are made on the basis of our experience and qualifications and represent our best judgment as an experienced and qualified professional, familiar with the construction industry;



but CPH cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by us.

### **Use of Documents**

All documents including Drawings and Specifications prepared by CPH pursuant to this Agreement belong to CPH and are instruments of our service in respect to the project. They are not intended or represented to be suitable for reuse by the OWNER/CLIENT on another project or any extension of this project, or for use by others on this project, any extension, or any other project. Rights to use of the documents by Owner/Client shall terminate in the event that Owner/Client fails to pay invoices as outlined herein.

### **Underground Utilities and Structures**

The locations of all existing utilities shown on the drawings prepared by CPH will be based on surveys of at-grade or above grade physical culture (such as valve boxes, hydrants, utility poles, permanent markers) and surveying to pick up temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others including mark-ups of locations provided by the utility). The below grade vertical and horizontal locations of utilities will not be required to be surveyed by CPH, and consequently, CPH assumes no responsibility for the location of below grade utilities. The OWNER/CLIENT agrees to release CPH from any liability to OWNER/CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been known based on the above.

### **Termination**

The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CPH shall be compensated by the OWNER/CLIENT for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.

### **Construction Administration**

Where construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections, but shall make periodic observations as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the CONTRACTOR or the safety precautions and programs incident to the work of the CONTRACTOR. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the work to keep the Owner advised of the work. CPH will observe the work of the CONTRACTOR to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the CONTRACTOR to perform the construction work in accordance with the Documents. CPH shall provide the OWNER/CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of the periodic visits above-mentioned. During such visits and on the basis of its on-site observations, CPH may recommend to the OWNER that the CONTRACTOR's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the CONTRACTOR's work.

### **Professional Services Provided by Others**

Surveying, soils, planning, architecture, landscape architecture, legal, accounting, construction inspection and other services may be provided by the OWNER/CLIENT or others on this project and the results furnished to CPH. It is agreed that CPH may rely upon the results of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.

**CPH's Approval for Payment**

Approval of a CONTRACTOR's application for payment is an expression of opinion by CPH and shall at no time be considered as legal obligation on the part of CPH. Neither shall same be considered as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that we have made any examination of how or for what purpose any CONTRACTOR has used the money paid on any of the CONTRACTOR's work or that title to any of the CONTRACTOR's work, materials or equipment has passed to the OWNER/CLIENT, free and clear of any liens, claims, security interests or encumbrances.

**Checking of Shop Drawings**

Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the CONTRACTOR's responsibility and not that of the CPH, for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

**Pre-existing Contaminants**

CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with OWNER/CLIENT's contaminated substances can expose CPH to severe risks, OWNER/CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with OWNER/CLIENT's contaminated substances. OWNER/CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.

**Site Safety Responsibilities**

CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. OWNER/CLIENT warrants that: 1) these responsibilities will be made clear in OWNER/CLIENT's agreement with the Contractor; 2) OWNER/CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold OWNER/CLIENT and CPH harmless up to a limit of \$1,000,000 from any fine, penalty, claim, or liability for injury or loss arising from OWNER/CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) OWNER/CLIENT's agreement with the Contractor shall require the Contractor to make OWNER/CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for OWNER/CLIENT and CPH, and shall hold OWNER/CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to a limit of \$1,000,000. Given the foregoing, OWNER/CLIENT also shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless up to a limit of \$1,000,000 from any claim or liability for injury or loss arising from CPH's alleged failure to exercise site safety responsibility. OWNER/CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

**Governing Law, Venue, Jurisdiction**

This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising from this agreement shall be filed and/or defended in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue.

**Attorney Fees and Costs**

In connection with any dispute arising out of this Contract, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.

**Waiver of Consequential Damages**

OWNER/CLIENT and CPH mutually agree to waive all claims for consequential damages against each other and each other's respective officers, directors, and employees from any and all claims arising out of the project, including, but not limited to, loss of use, lost profits, and delay damages, against each other, arising from disputes, claims, or other matters relating to this Agreement.

**Delay In Performance**

Neither the OWNER/CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either the OWNER/CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.

**Project Development, Approvals and Scheduling**

CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the development of the site for use as proposed by the Owner/Developer. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval of the site for development as proposed.

The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will approve, in whole or in part, the requested use of the project or that the decision making process will be timely for the project's use, or that the Authorities will grant variances applicable to the project. Therefore, the OWNER/CLIENT bears the risk of non-approval of the proposed use and the timing thereof. The OWNER/CLIENT needs to consider the ramifications to it if the project is not approved or only approved in part.

**Limitation of Liability:**  
**Site Check Studies**

OWNER/CLIENT acknowledges that CPH's Site Check Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. OWNER/CLIENT acknowledges the recommendation of CPH that the OWNER/CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If OWNER/CLIENT elects to close on the subject property prior to that time, OWNER/CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.

In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity relating to CPH's Site Check Studies under this contract such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee for the Site Check Study paid by OWNER/CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

**Design And Other Professional Services**

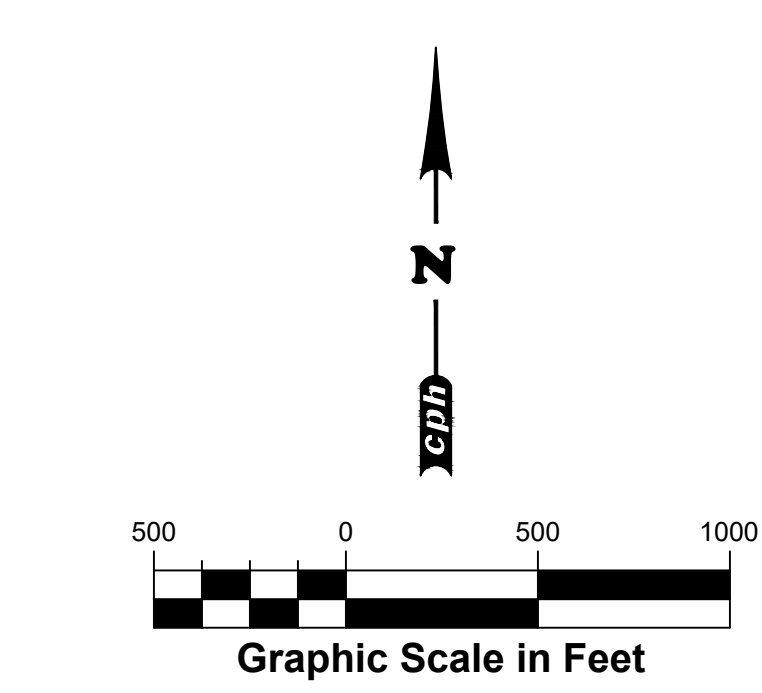
OWNER/CLIENT acknowledges that CPH's services pursuant to this Agreement are to assist the client and are for the scope of services as outlined in the attached contract. In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity, such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee paid by OWNER/CLIENT to CPH under this Agreement or \$50,000, whichever is greater.

**PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE**

**Construction Defects on Florida Projects**

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES







**5D**



## THE QUARRY CDD LAKE 30 BUOYS COORDINATES

**5E**





**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
CPH, INC.  
AND  
THE QUARRY COMMUNITY DEVELOPMENT  
DISTRICT SPECIAL DISTRICT SERVICES, INC.  
FOR  
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT  
COLLIER COUNTY, FLORIDA**

**May 5, 2021**

CPH, Inc., Environmental Services (CPH) has prepared a proposal of services and fees to provide certain environmental consultant services for the above referenced project. CPH, Inc. hereinafter known as CPH or CONSULTANT proposes to furnish The Quarry Community Development District (CDD), Special District Services, Inc., hereinafter known as the Client, the professional services described below for the fees stipulated herein.

**PROJECT DESCRIPTION**

The Quarry CDD desires to supervise the maintenance efforts to document results of the maintenance contractor's efforts on approximately 860 acres. CPH, Inc. has been requested to provide a proposal to supervise maintenance efforts.

**SCOPE OF SERVICES**

**BASIC SERVICES**

**1.0 Maintenance Checks**

CPH shall perform up to four (4) field inspections to advise the CDD regarding the effectiveness of the maintenance work conducted. CPH shall prepare a memorandum report with accompanying graphic discussing field observations. CPH shall provide the memorandum report within one (1) week of the field inspection. CPH shall conduct the field inspections as the request of the CDD.

**1.1 Additional Services**

Provide other professional and technical services not specifically identified in Section 1.0 above.

**2.0 COST AND COMPENSATION**

**2.1 Basic Services**

Services under Basic Services, Task 1.0 above shall be provided as a Fixed Fee per event of \$1,810 for a total of \$7,240 for four (4) events. This cost shall not be exceeded without Client authorization. Invoices for Basic Services will be submitted monthly based on percent complete.

## **2.2 Additional Services**

Invoices for Additional Services will be provided on an hourly plus expense reimbursement basis. Invoices for Additional Services will be submitted monthly.

## **3.0 RESPONSIBILITIES OF OTHERS**

- The Client shall guarantee access to and make provisions for CPH to enter public or private lands as required by CPH to perform their work under this Agreement.
- It is understood that CPH, Inc. will perform services under the sole direction of the Client or his designated representative. In the performance of these services, CPH will coordinate its efforts with those of other project team members and consultants as required. The Client shall provide CPH with all project related information available including the existing land plan, property legal description, title work, boundary and topographic surveys, geotechnical investigation reports, etc. CPH will rely upon the accuracy and completeness of all Client furnished information in connection with the performance of services under this agreement.

## **4.0 SERVICES NOT INCLUDED**

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Environmental studies and coordination of environmental issues with the regulatory agencies.
- Agency Coordination
- Permitting
- Review of an alternative product in lieu of the product called for on the plans and specifications
- Services resulting from changes made by client following the completion of specific project tasks that require re-work by CPH
- Special meetings with agencies, other consultants or Client not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work.
- Phase II and remediation
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

## **5.0 SCHEDULE**

CPH will work expeditiously to complete the scope of services in a timely manner. The estimated completion date from Notice to Proceed is 2 weeks. The schedule may be adjusted if there are weather delays.

## 6.0 AUTHORIZATION

Should the agreement be acceptable, please sign, retain a copy for your records, and return a copy to CPH as our notice to proceed. We look forward to working with you on this endeavor. Should you have any questions, please call me at (407) 399-0840.

### CPH, INC AUTHORIZATION

By: \_\_\_\_\_  
Amy E. Daly, LEED AP

Title: Vice President/Director of Environmental Services

Date: May 5, 2021

### CLIENT AUTHORIZATION

**THE QUARRY CDD, SPECIAL DISTRICT SERVICES, INC.** agrees with the Scope of Services, Compensation, and Standard Provisions Exhibit A (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between **CPH, INC.** and **THE QUARRY CDD, SPECIAL DISTRICT SERVICES, INC.**

The fees for Basic Services proposed herein are estimated at **\$7,240.**

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT. Payment for services rendered will be due within forty-five (45) days of invoicing. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in

writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become ninety (90) days past due. In event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT'S failure to meet project deadlines imposed by governments, lenders, or other third parties. Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for nonpayment of the invoices.

This proposal is void if not executed and returned to the CONSULTANT within 60 days of the CONSULTANTS execution of the proposal.

By:

THE QUARRY CDD, SPECIAL DISTRICT SERVICES, INC.

Print Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

## EXHIBIT A

### Standard Provisions to Agreement

Agreement between The Quarry CDD, Special District Services, Inc. (hereinafter referred to as "OWNER/CLIENT") and CPH, Inc. (hereinafter referred to as "CPH") for professional services which may include engineering, surveying, architecture, landscape architecture, environmental, forestry, planning, transportation/traffic, etc. dated May 5, 2021.

#### **Standard of Care**

CPH will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances practicing in the same or similar locality. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services.

#### **Compensation, Out of Pocket and Subcontract Expenses**

"Compensation" as used in the Agreement includes those costs which are connected with the conditions of employment and pay of the employees and include salaries of those employees directly engaged in the performance of the requested services and employer contributions for social security, workers compensation, unemployment and payroll taxes, medical and insurance benefits, retirement benefits, holiday and sick leave pay and other allowed benefits. "Out of Pocket Expenses" as used in the Agreement include such items as travel and subsistence, printing and reproduction, telephone/communications charges, freight, postage, computer and similar costs. "Subcontract Expenses" as used in this Agreement include subcontracts for special consultants such as licensed land surveyors, soils borings and geotechnical and geohydrological services, laboratory services, environmental scientist services and other professional scientific or technical service organizations.

Invoice payments are due upon receipt of the invoice and must be kept current for services to continue. Payment should be mailed to CPH, Inc. at 500 West Fulton Street, Sanford, FL 32771. If the OWNER/CLIENT fails to pay any invoice due within 45 days of the date of the invoice, CPH may, without waiving any other claim or right against OWNER/CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants and subconsultants. OWNER/CLIENT shall pay CPH interest at 12% per annum on all invoices that remain unpaid for more than 45 days.

#### **Additional Services**

"Additional Services" of CPH are services which are not considered normal or customary basic services, except to the extent provided in the basic Agreement, and may include such items as preparation of grant or funding applications and supporting documents; additional services or costs resulting from significant changes in the scope or extent of the project or its design or project delays; providing renderings or models for the OWNER/CLIENT's use; preparing documents for alternate bids; furnishing the services of special consultants; resident project representation or resident inspection; services resulting from the award of additional separate contracts; special field surveys; reproducible Record Drawings or original Drawings; providing "as-built" drawings; additional services during construction; serving as a consultant or witness for the OWNER/CLIENT during any litigation, public hearing, etc.; and services normally furnished by the OWNER/CLIENT; or other services not otherwise specifically provided for in the Agreement. Additional services are not included in the basic payment provisions of the Agreement except to the extent specifically provided herein.

#### **Opinions of Cost**

Since CPH has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(s)' methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost and construction cost are made on the basis of our experience and qualifications and represent our best judgment as an experienced and qualified professional, familiar with the construction industry;

but CPH cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by us.

### **Use of Documents**

All documents including Drawings and Specifications prepared by CPH pursuant to this Agreement belong to CPH and are instruments of our service in respect to the project. They are not intended or represented to be suitable for reuse by the OWNER/CLIENT on another project or any extension of this project, or for use by others on this project, any extension, or any other project. Rights to use of the documents by Owner/Client shall terminate in the event that Owner/Client fails to pay invoices as outlined herein.

### **Underground Utilities and Structures**

The locations of all existing utilities shown on the drawings prepared by CPH will be based on surveys of at-grade or above grade physical culture (such as valve boxes, hydrants, utility poles, permanent markers) and surveying to pick up temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others including mark-ups of locations provided by the utility). The below grade vertical and horizontal locations of utilities will not be required to be surveyed by CPH, and consequently, CPH assumes no responsibility for the location of below grade utilities. The OWNER/CLIENT agrees to release CPH from any liability to OWNER/CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been known based on the above.

### **Termination**

The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CPH shall be compensated by the OWNER/CLIENT for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.

### **Construction Administration**

Where construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections, but shall make periodic observations as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the CONTRACTOR or the safety precautions and programs incident to the work of the CONTRACTOR. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the work to keep the Owner advised of the work. CPH will observe the work of the CONTRACTOR to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the CONTRACTOR to perform the construction work in accordance with the Documents. CPH shall provide the OWNER/CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of the periodic visits above-mentioned. During such visits and on the basis of its on-site observations, CPH may recommend to the OWNER that the CONTRACTOR's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the CONTRACTOR's work.

### **Professional Services Provided by Others**

Surveying, soils, planning, architecture, landscape architecture, legal, accounting, construction inspection and other services may be provided by the OWNER/CLIENT or others on this project and the results furnished to CPH. It is agreed that CPH may rely upon the results of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.

**CPH's Approval for Payment**

Approval of a CONTRACTOR's application for payment is an expression of opinion by CPH and shall at no time be considered as legal obligation on the part of CPH. Neither shall same be considered as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that we have made any examination of how or for what purpose any CONTRACTOR has used the money paid on any of the CONTRACTOR's work or that title to any of the CONTRACTOR's work, materials or equipment has passed to the OWNER/CLIENT, free and clear of any liens, claims, security interests or encumbrances.

**Checking of Shop Drawings**

Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the CONTRACTOR's responsibility and not that of the CPH, for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

**Pre-existing Contaminants**

CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with OWNER/CLIENT's contaminated substances can expose CPH to severe risks, OWNER/CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with OWNER/CLIENT's contaminated substances. OWNER/CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.

**Site Safety Responsibilities**

CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. OWNER/CLIENT warrants that: 1) these responsibilities will be made clear in OWNER/CLIENT's agreement with the Contractor; 2) OWNER/CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold OWNER/CLIENT and CPH harmless up to a limit of \$1,000,000 from any fine, penalty, claim, or liability for injury or loss arising from OWNER/CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) OWNER/CLIENT's agreement with the Contractor shall require the Contractor to make OWNER/CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for OWNER/CLIENT and CPH, and shall hold OWNER/CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to a limit of \$1,000,000. Given the foregoing, OWNER/CLIENT also shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless up to a limit of \$1,000,000 from any claim or liability for injury or loss arising from CPH's alleged failure to exercise site safety responsibility. OWNER/CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

**Governing Law, Venue, Jurisdiction**

This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising from this agreement shall be filed and/or defended in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue.

**Attorney Fees and Costs**

In connection with any dispute arising out of this Contract, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.

**Waiver of Consequential Damages**

OWNER/CLIENT and CPH mutually agree to waive all claims for consequential damages against each other and each other's respective officers, directors, and employees from any and all claims arising out of the project, including, but not limited to, loss of use, lost profits, and delay damages, against each other, arising from disputes, claims, or other matters relating to this Agreement.

**Delay In Performance**

Neither the OWNER/CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either the OWNER/CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.

**Project Development, Approvals and Scheduling**

CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the development of the site for use as proposed by the Owner/Developer. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval of the site for development as proposed.

The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will approve, in whole or in part, the requested use of the project or that the decision making process will be timely for the project's use, or that the Authorities will grant variances applicable to the project. Therefore, the OWNER/CLIENT bears the risk of non-approval of the proposed use and the timing thereof. The OWNER/CLIENT needs to consider the ramifications to it if the project is not approved or only approved in part.



**Limitation of Liability:**  
**Site Check Studies**

OWNER/CLIENT acknowledges that CPH's Site Check Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. OWNER/CLIENT acknowledges the recommendation of CPH that the OWNER/CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If OWNER/CLIENT elects to close on the subject property prior to that time, OWNER/CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.

In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity relating to CPH's Site Check Studies under this contract such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee for the Site Check Study paid by OWNER/CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

**Design And Other Professional Services**

OWNER/CLIENT acknowledges that CPH's services pursuant to this Agreement are to assist the client and are for the scope of services as outlined in the attached contract. In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity, such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee paid by OWNER/CLIENT to CPH under this Agreement or \$50,000, whichever is greater.

**PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE**

**Construction Defects on Florida Projects**

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

# Exhibit B

CPH STANDARD RATES	
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Principal Environmental Scientist	\$175
Senior Environmental Scientist	\$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$140
Senior Architectural Manager	\$130
Architectural Manager	\$125
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural CADD Technician	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Principal MEP Engineer	\$180
Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
Senior Graphic Designer	\$140
Graphic Designer	\$80

CPH STANDARD RATES	
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Project Designer	\$135
Project Designer	\$115
Senior Design Technician	\$105
Design Technician	\$95
CADD Technician	\$75
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Principal Surveyor	\$170
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110
Survey Party Chief	\$85
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$155
Survey Crew (Construction Staking - 2 Man)	\$180
Survey Crew (3 Man)	\$225
GPS (1 Man) / Robotics	\$145
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

## Schedule of Reimbursable Charges

<b>USB/Thumb Drive</b>	<b>\$15.00 Each</b>	<b>Plots (B&amp;W)</b>		<b>Mileage</b>	<b>At Current IRS Rates</b>
		11 X 17	\$ 0.21 Each		
<b>Copies (B&amp;W)</b>		12 X 18	\$ 0.24 Each	<b>Phone</b>	<b>At Cost</b>
8.5 x 11	\$0.05 Each	15 X 21	\$ 0.35 Each	<b>Postage</b>	<b>At Cost</b>
8.5 x 14	\$0.10 Each	34 X 22	\$ 0.83 Each	<b>Outside Reimbursables</b>	<b>At Cost</b>
11 x 17	\$0.20 Each	24 X 36	\$ 0.96 Each		
<b>Copies (Color)</b>		30 X 42	\$ 1.42 Each		
8.5 x 11	\$0.25 Each	36 X 48	\$ 1.92 Each		
8.5 x 14	\$0.30 Each				
11 x 17	\$0.35 Each	<b>Plots (Color/Bond)</b>			
<b>Mylars</b>		24 x 36	\$24.00 Each		
24 x 36	\$9.00 Each	30 x 42	\$35.00 Each		
32 x 42	\$13.00 Each	36 x 48	\$48.00 Each		

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.  
Updated: October 9, 2019



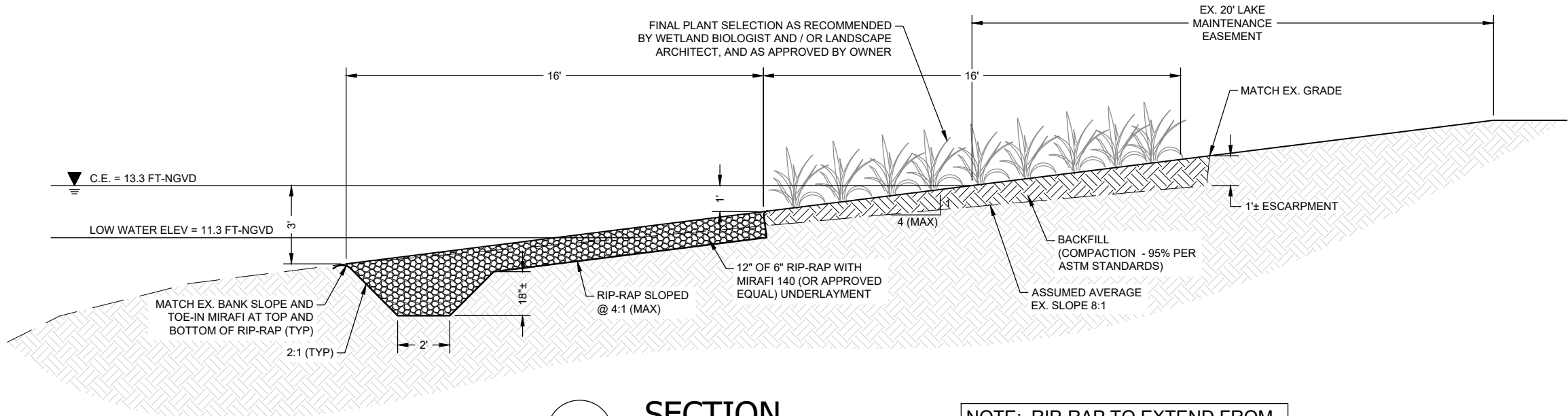
**5G.**



[Save Date: 5/9/2024 11:28:05 AM] [By: Aschaffer] [Plot Date: 5/5/2024 11:53:48 AM] [By: Anton Schaffer] [Original Size: 11x17] [Path: Active Projects\2-QRYG-001\001 - Quarry Golf Lake Inspection\Drawings-Civil\Exhibits\X02-1p\_Lake\_CSP-QRYG-001-001-X02.dwg]



CROSS SECTION



**A** SECTION  
SCALE: 1" = 5'

NOTE: RIP-RAP TO EXTEND FROM 1' BELOW C.E. TO 1' BELOW LOW WATER ELEVATION

**PENINSULA ENGINEERING**  
CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL CONSULTING · LAND PLANNING ·  
SITE PLANNING · CONSTRUCTION MANAGEMENT ·  
OWNER REPRESENTATIVE

2600 Golden Gate Parkway  
Naples, Florida 34105  
Phone: 239.403.6700 Fax: 239.261.1797  
Email: info@pen-eng.com Website: www.pen-eng.com  
Florida Engineering Certificate of Authorization #28275  
Florida Landscape Certificate of Authorization #LC26000632

PROJECT:

QUARRY GOLF CLUB

TITLE:

LAKE #47 - BANK REPAIR TEST SECTION

OWNER/CLIENT/CONSULTANT:

THE QUARRY GOLF CLUB

REVISIONS:

No.	Revision:	Date:

NOTES:

SEC: 23 TWP: 48S RGE: 26E  
City: NAPLES County: COLLIER  
Designed by: ANTON SCHAFFER  
Drawn by: ANTON SCHAFFER  
Date: MAY 2021  
Horizontal Scale: 1" = 200'  
Vertical Scale: N.T.S.  
Project Number: P-QRYG-001-001  
File Number: P-QRYG-001-001-X02  
**C-X02**  
Sheet Number: 01 of 01

## **Sixth Order of Business**

**6A.**

**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 April 19, 2021 at 1:00 p.m. at the Quarry Beach Club, 8975 Kayak Drive, Naples, FL.

Present and constituting a quorum were:

Stanley T. Omland	Chairman
Lloyd Schliep	Vice-Chairman
Timothy B. Cantwell	Assistant Secretary
William Flister	Assistant Secretary
Dean Britt ( <i>via phone</i> )	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Wes Haber ( <i>via phone</i> )	District Counsel
Albert Lopez	District Engineer
Scott Garvin	Quarry Community Association
Billie Jo Parker	Quarry Community Association

*The following is a summary of the discussions and actions taken at the April 19, 2021 Meeting of The Quarry Community Development District's Board of Supervisors.*

**FIRST ORDER OF BUSINESS**

**Call to Order**

- Mr. Omland called the meeting to order and Mr. Faircloth called the roll, and a quorum was established.

On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in favor approved Mr. Britt to attend and vote by phone. 4-0

## **SECOND ORDER OF BUSINESS**

### **Pledge Allegiance**

- The Pledge of Allegiance was recited.

## **THIRD ORDER OF BUSINESS**

### **Approval of Agenda**

- Mr. Faircloth indicated the following changes were made to the agenda.
  - Item 10Aiii, Illinois Pondweed Lake Survey was noted to be presented by Mr. Schliep and will be moved right under public comments.
  - Under New Business, item C – Recorded/Not Recorded variance easements was added.

On MOTION by Mr. Cantwell seconded by Mr. Schliep with all in favor the agenda with the items noted above was approved as amended. 5-0

## **FOURTH ORDER OF BUSINESS**

### **Public Comments on Agenda Items**

- No public comments were received on agenda items.

## **TENTH ORDER OF BUSINESS**

### **Supervisor Request/Report**

#### **A. Reports**

##### **iii Illinois Pondweed Lake Survey**

- Mr. Schliep reviewed the report.
- The big issues they are looking at is the safety of when the water gets low and the vendor must go to several locations that involve going up and down rip rap. It was noted CES was looking into a truck to utilize to remove the material that is removed from the lakes.



- Further discussion ensued on this matter.
- The Board agreed to wait a week to see if Jeremey from CES gets back with Mr. Schliep on the truck option. If CES does not come back with something on the truck, then a meeting between CPH and CES should be scheduled to develop the unloading sites and locations for them. CPH should present a proposal to design these unloading sites at the next meeting.
- Mr. Cantwell offered to fill in for Mr. Schliep if there was a need to while he was away.

## **FIFTH ORDER OF BUSINESS**

### **Engineer's Report**

#### **A. Engineer's Written Report**

- Mr. Lopez discussed two of the previously submitted variances and provided his recommendations to the Board. He reviewed the remainder of his report with the Board.

#### **B. CPH Lake Assessment and Water Quality Monitoring Proposal**

- Mr. Lopez indicated one proposal was submitted. The Board requested CPH revise their Lake Assessment and Water Quality monitoring proposal. The main recreation lake and a sampling of the other lakes should be included. The use of documents language should be updated as well as requested by Mr. Britt. There should be less tests and include coordination with the data from Heritage Bay CDD and the Quarry Golf Club. Target sampling should be completed of the coating on the Illinois pondweed to see what makes up its composition.
- Mr. Flister agreed to working with CPH on this item and was asked by the Chair to identify the lakes that should be tested and coordinate with CPH staff. CPH should consider having staff complete the water testing during the time when the preserves are reviewed to capture costs savings in the

pricing of the proposal. CPH should consider utilizing Dr. Thomas from FGCU as a resource for any lake testing needs.

- The Board requested CPH provide a proposal to complete the preserve maintenance review at the May meeting.
- The Board requested CPH look into the stack of pavers located in the easement behind 9160 Flint Court.
- Mr. Omland discussed the variance issues and indicated the QCA would like to speak to them about certain applications that are pending before the Board and they will be given the opportunity to ask questions.
- Mr. Omland opened the floor to members of the community to ask questions. Questions were asked and responses were provided, and further discussion ensued.
- The Board tabled the discussion on recorded/not recorded easements. As the QCA has a process to attach documentation to the related approvals on the parcels.

*Let the record reflect Mr. Schliep is leaving the meeting.*

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor allowing Mr. Schliep to participate in the meeting and vote over the phone was approved. 5-0
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## **SIXTH ORDER OF BUSINESS**

### **District Manager's Report**

- **Approval of the March 15, 2021 Minutes**
- Mr. Faircloth asked if there were any corrections, deletions, or changes to the workshop minutes. The following corrections were requested:
  - After line 94 the following should be added: "Mr. Omland further noted the golf club authorized SWFMD inspections on their ponds."

- After line 148 the following was to be inserted: "...and also work with the QCA regarding the buoys in the lake."

- The Board discussed the maintenance of the buoys in the lakes. Mr. Cantwell agreed to follow-up with Mr. Peter Rietz on the issue and come back with comments for the Board at the next meeting.

On MOTION by Mr. Britt seconded by Mr. Flister with all in favor the minutes of the March 15, 2021 meeting were approved as amended. 5-0

- **Acceptance of the Financial Report and Approval of the Check Register and Invoices of March 2021**
- Mr. Faircloth presented the financial report and check register and invoices for March 2021. He asked if there were any questions as it relates to the financials.
- Mr. Omland asked where Disaster Law Consulting resides within the budget and believes it needs to be under "other legal charges".
- The Board requested Inframark ensure quarterly invoices are being sent to The Quarry Golf Club for assessments.
- The Board requested staff review the coding of DLC invoices and reclassify as necessary.
- The Board requested staff touch base with Mr. Traficante regarding the status of the QCA litigation.

On MOTION by Mr. Flister seconded by Mr. Cantwell with all in favor the financial report of March 2021 was accepted, and the check register and invoices of March 2021 were approved. 5-0

- **Follow-up Items**

- i. **Status of Resident Complaints**

- ii. **Variance Easement Report Update**

- 1. **Recommendation of 9719 Nickle Ridge Circle**

- The request was reviewed with the Board.

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor the variance easement request for 9719 Nickle Ridge Circle was approved. 5-0
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- 1. **Recommendation for changes to 9237 Gypsum Way**

- Mr. Faircloth indicated they were provided a recommendation at the last meeting and they need to resubmit their application. This item is currently pending.
- The variance easement process was discussed including billing procedures.

- 2. **9051 Breakwater Drive - \$500 Fee Waiver Request**

- Mr. John Hopkis shared with the Board his plans and request. He indicated according to the QCA the drainage easement is CDD responsibility. In speaking with Mr. Schliep it was unclear to him whether there was a CDD easement and he is now at today's meeting to get clarification. Staff confirmed a drainage pipe was located in the easement.
- After extensive discussion on this matter, the Board declined the variance easement fee waiver request regarding 9051 Breakwater Drive.

## **SEVENTH ORDER OF BUSINESS**

### **Attorney's Report**

#### **A. Attorney's Written Report**

- Mr. Haber indicated no written report was provided as there was no specific item, he worked on between meetings.

- Mr. Haber informed the Board his office circulated an update on the legislative session. He indicated at the end of the month there are two matters which are relevant to this District. One is in respect to public meeting notices; it will be possible they will be able to do it on the website which will save a lot of money on notices. The other one is, they may pass a law that requires board members get specific training.

**EIGHTH ORDER OF BUSINESS****Old Business Items****A. FEMA Update**

- Mr. Chairman provided an update on FEMA.

**B. Assessment Methodology – Golf Course Report**

- Mr. Omland requested Mr. Faircloth place this on the agenda for Board approval. Mr. Omland reviewed the report with the Board.
- The Board reviewed the new assessment methodology as presented and agreed to accept it understanding that potential land exchanges may occur between the Golf Club/QCA/CDD which may cause additional changes to the methodology.

On MOTION by Mr. Cantwell seconded by Mr. Schliep with all in favor the report was accepted and payment of the final invoice from Real Estate Econometrics, Inc. was approved. 5-0

- The Board requested staff obtain proposals for a reserve study to be completed.

**C. Discussion of the Preliminary FY2022 Budget**

- Mr. Omland provided his overview of the things that need to go into the budget.
- The Board members provided their input on the budget.

- The Board agreed that the O & M assessment will increase for FY2022.
- The Board requested the \$60,000 for lake trimmings be added to as a new line items Field – R & M – Lake should be increased to \$200,000 and a new line item for water quality be added at 40% of the \$43,700 amount proposed by CPH.
  - Budget numbers should be developed for the following items:
    - CPH/SFWMD Shoreline Review
    - Shoreline Restoration
    - Pipe Inspections/Cleanout
    - CPH Annual Report
    - Preserve Maintenance
    - Buoy Maintenance
    - Legal Issues – FEMA, etc.
    - Reserve Study
    - Water Quality Proposal
    - Cut in Maintenance Ramp/CES Access Points

**NINTH ORDER OF BUSINESS****New Business Items****A. July Meeting Discussion**

- The Board discussed not having a meeting in July, but held off cancelling the meeting in the event the meeting may be necessary.

**B. MRI Proposal**

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor the proposal from MRI to inspect the District's stormwater system at a cost of \$6,500 was approved. 5-0

- The Board requested MRI determine the best time to complete the inspection.

## **TENTH ORDER OF BUSINESS**

### **Supervisor Request/Report**

#### **B. Reports**

##### ***i. Chairman's Report: Mr. Omland***

- None.

##### ***ii. Lake & Preserve: Mr. Flister***

- Mr. Flister provided a report and will send it to the District Manager to send out to the Board.
- Mr. Cantwell commented on Heritage Bay Umbrella Association best practices meeting and will provide the minutes of the meeting once available to the District Manager to send out to the Board.

## **ELEVENTH ORDER OF BUSINESS**

### **Audience Comments**

- No audience comments were received.

## **TWELFTH ORDER OF BUSINESS**

### **Adjournment**

- There being no further business,

On MOTION by Mr. Cantwell seconded by Mr. Flister  
with all in favor the meeting was adjourned at 4:30 p.m.  
5-0

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Secretary/Assistant Secretary

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Chairperson/Vice-Chairperson

**6B**



**The Quarry**  
Community Development District

*Financial Report*

*April 30, 2021*



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**The Quarry**  
Community Development District

**Financial Statements**

(Unaudited)

**April 30, 2021**

**Balance Sheet**  
April 30, 2021

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>204 - SERIES 2020 DEBT SERVICE FUND</b>	<b>TOTAL</b>
<b><u>ASSETS</u></b>			
Cash - Checking Account	\$ 459,651	\$ -	\$ 459,651
Allow -Doubtful Accounts	(829)	(2,940)	(3,769)
Assessments Receivable	829	2,940	3,769
Due From Other Gov'tl Units	214	-	214
Due From Other Funds	-	38,699	38,699
Investments:			
Money Market Account	96,299	-	96,299
Revenue Fund	-	1,436,103	1,436,103
<b>TOTAL ASSETS</b>	<b>\$ 556,164</b>	<b>\$ 1,474,802</b>	<b>\$ 2,030,966</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 429	\$ -	\$ 429
Accrued Expenses	11,910	-	11,910
Due To Other Funds	38,699	-	38,699
<b>TOTAL LIABILITIES</b>	<b>51,038</b>	<b>-</b>	<b>51,038</b>
<b><u>FUND BALANCES</u></b>			
<b>Restricted for:</b>			
Debt Service	-	1,474,802	1,474,802
<b>Unassigned:</b>	505,126	-	505,126
<b>TOTAL FUND BALANCES</b>	<b>\$ 505,126</b>	<b>\$ 1,474,802</b>	<b>\$ 1,979,928</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 556,164</b>	<b>\$ 1,474,802</b>	<b>\$ 2,030,966</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2021

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>	<b>APR-21 ACTUAL</b>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 400	\$ 150	37.50%	\$ 16
Golf Course Revenue	18,000	-	0.00%	-
Interest - Tax Collector	-	239	0.00%	32
Special Assmnts- Tax Collector	579,497	574,909	99.21%	11,854
Special Assmnts- Discounts	(23,180)	(21,510)	92.80%	68
Other Miscellaneous Revenues	40,000	3,000	7.50%	-
<b>TOTAL REVENUES</b>	<b>614,717</b>	<b>556,788</b>	<b>90.58%</b>	<b>11,970</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	12,000	5,200	43.33%	800
FICA Taxes	918	398	43.36%	61
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Engineering	45,000	13,515	30.03%	2,996
ProfServ-Legal Services	30,000	6,297	20.99%	1,546
ProfServ-Legal Litigation	25,000	27,387	109.55%	12,391
ProfServ-Mgmt Consulting Serv	57,000	33,250	58.33%	4,750
ProfServ-Other Legal Charges	-	4,269	0.00%	210
ProfServ-Property Appraiser	8,000	14,453	180.66%	-
ProfServ-Trustee Fees	9,000	7,189	79.88%	-
ProfServ-Consultants	20,000	5,000	25.00%	-
Auditing Services	4,900	-	0.00%	-
Contract-Website Hosting	1,550	-	0.00%	-
Website Compliance	1,515	1,164	76.83%	388
Postage and Freight	750	687	91.60%	6
Insurance - General Liability	6,655	6,064	91.12%	-
Printing and Binding	750	273	36.40%	31
Legal Advertising	4,000	350	8.75%	-
Miscellaneous Services	2,000	-	0.00%	-
Misc-Bank Charges	50	247	494.00%	19
Misc-Special Projects	20,000	2,500	12.50%	2,500
Misc-Assessmnt Collection Cost	11,590	11,068	95.50%	238
Misc-Contingency	1,000	1,591	159.10%	-
Office Supplies	800	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
<b>Total Administration</b>	<b>263,253</b>	<b>141,077</b>	<b>53.59%</b>	<b>25,936</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-21 ACTUAL
<b><u>Field</u></b>				
Contracts-Preserve Maintenance	-	25,958	0.00%	25,958
Lake & Preserve Maintenance	140,000	59,654	42.61%	5,417
Miscellaneous Maintenance	111,464	4,720	4.23%	4,720
Capital Projects	50,000	-	0.00%	-
<b>Total Field</b>	<b>301,464</b>	<b>90,332</b>	<b>29.96%</b>	<b>36,095</b>
<b><u>Reserves</u></b>				
Reserve - Other	50,000	-	0.00%	-
<b>Total Reserves</b>	<b>50,000</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>614,717</b>	<b>231,409</b>	<b>37.64%</b>	<b>62,031</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	325,379	0.00%	(50,061)
Net change in fund balance	\$ -	\$ 325,379	0.00%	\$ (50,061)
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>179,747</b>	<b>179,747</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 179,747</b>	<b>\$ 505,126</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-21 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 15	0.00%	\$ 6
Special Assmnts- Tax Collector	-	235,786	0.00%	39,265
Special Assmnts- Discounts	-	(4,561)	0.00%	224
<b>TOTAL REVENUES</b>	<b>-</b>	<b>231,240</b>	<b>0.00%</b>	<b>39,495</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	-	4,625	0.00%	790
<b>Total Administration</b>	<b>-</b>	<b>4,625</b>	<b>0.00%</b>	<b>790</b>
<b><u>Debt Service</u></b>				
Cost of Issuance	-	274,006	0.00%	-
<b>Total Debt Service</b>	<b>-</b>	<b>274,006</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>278,631</b>	<b>0.00%</b>	<b>790</b>
Excess (deficiency) of revenues Over (under) expenditures	-	(47,391)	0.00%	38,705
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	1,244,820	0.00%	-
Proceeds of Refunding Bonds	-	277,373	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>1,522,193</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ -	\$ 1,474,802	0.00%	\$ 38,705
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>-</b>	<b>-</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ 1,474,802</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending April 30, 2021

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Projected	Jun Projected	Jul Projected	Aug Projected	Sep Projected	TOTAL				
													Actual Thru 4/30/2021	Projected Next 5 Mths	FY2021 Total	Adopted Budget	% of Budget
<b>Revenues</b>																	
Interest - Investments	\$ 34	\$ 24	\$ 23	\$ 20	\$ 18	\$ 16	\$ 16	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 150	\$ 107	\$ 257	\$ 400	64%
Golf Course Revenue	-	-	-	-	-	-	-	-	-	-	-	18,000	-	18,000	18,000	18,000	100%
Interest - Tax Collector	-	-	-	207	-	-	32	-	-	-	-	-	239	-	239	-	0%
Special Assmnts- Tax Collector	3,227	298,880	217,855	24,348	11,267	7,477	11,854	4,588	-	-	-	-	574,909	4,588	579,497	579,497	100%
Special Assmnts- Discounts	(169)	(11,955)	(8,527)	(683)	(206)	(37)	68	-	-	-	-	-	(21,510)	-	(21,510)	(23,180)	93%
Other Miscellaneous Revenues	1,000	-	1,000	-	1,000	-	-	-	-	-	-	40,000	3,000	40,000	43,000	40,000	108%
<b>Total Revenues</b>	<b>4,092</b>	<b>286,949</b>	<b>210,351</b>	<b>23,892</b>	<b>12,079</b>	<b>7,456</b>	<b>11,970</b>	<b>4,609</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>58,021</b>	<b>556,788</b>	<b>62,695</b>	<b>619,483</b>	<b>614,717</b>	<b>101%</b>
<b>Expenditures</b>																	
<b>Administrative</b>																	
P/R-Board of Supervisors	1,600	200	600	600	600	800	800	1,000	1,000	1,000	1,000	1,000	5,200	5,000	10,200	12,000	85%
FICA Taxes	122	15	46	46	46	61	61	77	77	77	77	77	398	383	781	918	85%
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	600	-	600	600	600	100%
ProfServ-Engineering	-	6,601	2,158	120	801	840	2,996	5,273	5,273	5,273	5,273	5,273	13,515	26,365	39,880	45,000	89%
ProfServ-Legal Services	-	455	840	2,086	1,370	-	1,546	2,519	2,519	2,519	2,519	2,519	6,297	12,594	18,891	30,000	63%
ProfServ-Legal Litigation	-	-	3,888	156	3,891	7,063	12,391	-	-	-	-	-	27,387	-	27,387	25,000	110%
ProfServ-Mgmt Consulting Serv	4,691	4,809	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	33,250	23,750	57,000	57,000	100%
ProfServ-Other Legal Charges	814	-	1,745	-	-	1,500	210	-	-	-	-	-	4,269	-	4,269	-	0%
ProfServ-Property Appraiser	14,453	-	-	-	-	-	-	-	-	-	-	-	14,453	-	14,453	8,000	181%
ProfServ-Trustee Fees	2,163	5,026	-	-	-	-	-	-	-	-	-	-	7,189	-	7,189	9,000	80%
ProfServ-Consultants	-	-	-	-	5,000	-	-	-	-	-	-	15,000	5,000	15,000	20,000	20,000	100%
Auditing Services	-	-	-	-	-	-	-	-	4,900	-	-	-	-	4,900	4,900	4,900	100%
Contract-Website Hosting	-	-	-	776	(776)	-	-	-	-	-	-	-	-	-	-	1,550	0%
Website Compliance	388	-	-	(388)	776	-	388	-	-	388	-	-	1,164	388	1,552	1,515	102%
Postage and Freight	5	7	69	305	289	7	6	98	98	98	98	98	687	491	1,178	750	157%
Insurance - General Liability	6,064	-	-	-	-	-	-	-	-	-	-	-	6,064	-	6,064	6,655	91%
Printing and Binding	48	14	13	109	36	22	31	39	39	39	39	39	273	195	468	750	62%
Legal Advertising	-	-	-	-	-	350	-	-	-	-	-	3,650	350	3,650	4,000	4,000	100%
Miscellaneous Services	-	-	-	-	-	-	-	-	-	-	-	1,000	-	1,000	1,000	2,000	50%
Misc-Bank Charges	81	91	39	-	-	18	19	35	35	35	35	35	247	176	423	50	846%
Misc-Special Projects	-	-	-	-	-	-	2,500	-	-	-	-	17,500	2,500	17,500	20,000	20,000	100%
Misc-Assessmnt Collection Cost	61	5,738	4,187	473	221	149	238	92	-	-	-	-	11,068	92	11,160	11,590	96%
Misc-Contingency	-	-	-	1,591	-	-	-	-	-	-	-	-	1,591	-	1,591	1,000	159%
Office Supplies	-	-	-	-	-	-	-	50	50	50	50	50	-	250	250	800	31%
Annual District Filing Fee	-	175	-	-	-	-	-	-	-	-	-	-	175	-	175	175	100%
<b>Total Administrative</b>	<b>30,490</b>	<b>23,131</b>	<b>18,335</b>	<b>10,624</b>	<b>17,004</b>	<b>15,560</b>	<b>25,936</b>	<b>13,933</b>	<b>18,741</b>	<b>14,229</b>	<b>13,841</b>	<b>51,591</b>	<b>141,077</b>	<b>112,334</b>	<b>253,411</b>	<b>263,253</b>	<b>96%</b>



Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ending April 30, 2021

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Projected	Jun Projected	Jul Projected	Aug Projected	Sep Projected	TOTAL				
													Actual Thru 4/30/2021	Projected Next 5 Mths	FY2021 Total	Adopted Budget	% of Budget
<b><u>Field</u></b>																	
Contracts-Preserve Maintenance	-	-	-	-	-	-	25,958	-	-	25,958	-	-	25,958	25,958	51,916	-	0%
Lake & Preserve Maintenance	5,417	5,417	7,742	9,445	10,834	15,382	5,417	5,417	5,417	5,417	5,417	5,417	59,654	27,085	86,739	140,000	62%
Miscellaneous Maintenance	-	-	-	-	-	-	4,720	-	-	-	-	55,734	4,720	55,734	60,454	111,464	54%
Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
<b>Total Field</b>	<b>5,417</b>	<b>5,417</b>	<b>7,742</b>	<b>9,445</b>	<b>10,834</b>	<b>15,382</b>	<b>36,095</b>	<b>5,417</b>	<b>5,417</b>	<b>31,375</b>	<b>5,417</b>	<b>61,151</b>	<b>90,332</b>	<b>108,777</b>	<b>199,109</b>	<b>301,464</b>	<b>66%</b>
<b>Total Expenditures</b>	<b>35,907</b>	<b>28,548</b>	<b>26,077</b>	<b>20,069</b>	<b>27,838</b>	<b>30,942</b>	<b>62,031</b>	<b>19,350</b>	<b>24,158</b>	<b>45,604</b>	<b>19,258</b>	<b>112,742</b>	<b>231,409</b>	<b>221,111</b>	<b>452,520</b>	<b>564,717</b>	<b>80%</b>
<b><u>Reserves</u></b>																	
Reserve - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
<b>Total Reserves</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>	<b>0%</b>
<b>Total Expenditures &amp; Reserves</b>	<b>35,907</b>	<b>28,548</b>	<b>26,077</b>	<b>20,069</b>	<b>27,838</b>	<b>30,942</b>	<b>62,031</b>	<b>19,350</b>	<b>24,158</b>	<b>45,604</b>	<b>19,258</b>	<b>112,742</b>	<b>231,409</b>	<b>221,111</b>	<b>452,520</b>	<b>614,717</b>	<b>74%</b>
Excess (deficiency) of revenues Over (under) expenditures	(31,815)	258,401	184,274	3,823	(15,759)	(23,486)	(50,061)	(14,740)	(24,136)	(45,582)	(19,236)	(54,720)	325,379	(158,415)	166,964	-	0%
<b><u>Other Financing Sources (Uses)</u></b>																	
Contribution to (Use of) Fund Balance	-	-	-	-	-	-	-	(14,740)	(24,136)	(45,582)	(19,236)	(54,720)	-	(158,415)	(158,415)	-	0%
<b>Total Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(14,740)</b>	<b>(24,136)</b>	<b>(45,582)</b>	<b>(19,236)</b>	<b>(54,720)</b>	<b>-</b>	<b>(158,415)</b>	<b>(158,415)</b>	<b>-</b>	<b>0%</b>
Net change in fund balance	\$ (31,815)	\$ 258,401	\$ 184,274	\$ 3,823	\$ (15,759)	\$ (23,486)	\$ (50,061)	\$ (14,740)	\$ (24,136)	\$ (45,582)	\$ (19,236)	\$ (54,720)	\$ 325,379	\$ (158,415)	\$ 166,965	\$ -	0%
<b>Fund Balance, Beginning (Oct 1, 2020)</b>													<b>179,747</b>	<b>-</b>	<b>179,747</b>	<b>179,747</b>	
<b>Fund Balance, Ending</b>													<b>\$ 505,126</b>	<b>\$ (158,415)</b>	<b>\$ 346,712</b>	<b>\$ 179,747</b>	

**The QUARRY**  
Community Development District

*Statement of Revenue and Expenditures - All Funds*

**Notes to the Financial Statements**

*April 30, 2021*

**General Fund**

► **Assets**

- **Allow - Doubtful Accounts** - Collier County Tax Collector FY 2020 charge backs due to NSF checks
- **Assessments Receivable** - Collier County Tax Collector FY 2020 charge backs due to NSF checks
- **Due From Other Gov'tl Units** - IRS Oct 2020 payroll taxes due the District

► **Liabilities**

- **Due From/To Other Funds** - Assessments transferred in May from General Fund to Series 2020 Revenue Account

Budget target 58.33%

**Variance Analysis**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<b>Revenues</b>				
Other Miscellaneous Revenue	\$40,000	\$3,000	8%	6 variance zoning from easement payments
<b>Expenditures</b>				
<b><u>Administration</u></b>				
ProfServ-Legal Litigation	\$25,000	\$27,387	110%	Disaster Law and Consulting \$27,075; Hopping Green & Sams, QCA \$312
ProfServ-Other Legal Charges	\$0	\$4,269	0%	Grant, Fridkin, re: Centex Real Estate Co., LLC
ProfServ-Property Appraiser	\$8,000	\$14,453	181%	Collier County Property Appraiser non-ad valorem, budget based on prior year actuals; Billing for 2020/2021 \$39,513 less 2019/2020 excess fees \$25,060
ProfServ-Trustee Fees	\$9,000	\$7,189	80%	U.S. Bank, Series 2018 fees Oct 2020 thru Apr 2021; Series 2015 fees Oct 2020 thru Sept 2021
Website Compliance	\$1,515	\$1,164	77%	Innersync Studio, quarterly web/compliance services
Postage and Freight	\$750	\$687	92%	FedEx; IMS; Larry H. Ray, roll postage
Insurance-General Liability	\$6,655	\$6,064	91%	EGIS Insurance paid in full
Misc-Bank Charges	\$50	\$247	494%	Hancock Whitney account analysis fees to-date higher than anticipated
Misc-Contingency	\$1,000	\$1,591	159%	GODADDY.COM, 365 email
Contracts-Preserve Maintenance	\$0	\$25,958	0%	Pennisula Improvement , quarterly maintenance

**The** Quarry  
Community Development District

Supporting Schedules

April 30, 2021

**Non-Ad Valorem Special Assessments - Collier County Tax Collector  
(Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2021**

					ALLOCATION BY FUND				
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2015 Debt Service Fund	Series 2018 Debt Service Fund	Series 2019 Debt Service Fund	Series 2020 Debt Service Fund
Assessments Levied				\$ 2,498,960	\$ 579,501	\$ 1,239,461	\$ 322,125	\$ 357,873	\$ -
Allocation %				100.00%	23.19%	49.60%	12.89%	14.32%	0.00%
<i>Real Estate - Installment</i>									
10/29/20	\$ 12,923	\$ 731	\$ 264	\$ 13,918	\$ 3,227	\$ 6,903	\$ 1,794	\$ 1,993	\$ -
12/22/20	1,860	59	38	1,957	454	-	-	-	1,503
01/22/21	4,724	149	96	4,970	1,152	-	-	-	3,817
03/22/21	2,872	-	59	2,930	680	-	-	-	2,251
04/22/21	3,937	(21)	80	3,996	927	-	-	-	3,069
<i>Real Estate - Current</i>									
11/16/20	22,268	947	454	23,669	5,489	11,740	3,051	3,390	-
11/20/20	567,893	24,145	11,590	603,628	139,979	299,394	77,810	86,445	-
11/27/20	622,386	26,462	12,702	661,549	153,411	328,122	85,276	94,740	-
12/10/20	818,188	34,536	16,698	869,422	201,616	431,225	112,072	124,509	-
12/22/20	64,575	2,176	1,318	68,070	15,785	-	-	-	52,284
01/22/21	95,287	2,795	1,945	100,027	23,196	-	-	-	76,831
02/19/21	46,743	889	954	48,585	11,267	-	-	-	37,319
03/22/21	28,570	161	583	29,314	6,798	-	-	-	22,516
04/22/21	46,446	(270)	948	47,123	10,928	-	-	-	36,196
<b>TOTAL</b>					<b>\$ 574,909</b>	<b>\$ 1,077,384</b>	<b>\$ 280,003</b>	<b>\$ 311,076</b>	<b>\$ 235,786</b>
% COLLECTED					99.21%	99.21%	86.92%	86.92%	0.00%
<b>TOTAL OUTSTANDING</b>					<b>\$ 19,802</b>	<b>\$ 4,592</b>	<b>\$ 162,077</b>	<b>\$ 42,122</b>	<b>\$ (235,786)</b>

Note: Assessments collected after 12/21/20 bond refinance will be transferred to Series 2020 Revenue Account at U.S. Bank.

**Cash & Investment Report**  
**April 30, 2021**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
<b>OPERATING FUND</b>			
Operating - Checking Account	Hancock Whitney	0.00%	\$ 459,651
Public Funds MMA Variance Account	BankUnited	0.20%	96,299
<b>DEBT SERVICE AND CAPITAL PROJECT FUNDS</b>			
Series 2020 Revenue Fund	U.S. Bank	0.01%	1,436,103
		<b>Subtotal</b>	<u>1,436,103</u>
		<b>Total</b>	<u><u>\$ 1,992,053</u></u>

# The Quarry CDD

## Bank Reconciliation

Bank Account No. 3489 Hancock & Whitney Bank General Fund  
Statement No. 04-21  
Statement Date 4/30/2021

G/L Balance (LCY)	459,650.75	Statement Balance	494,022.68
G/L Balance	459,650.75	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	494,022.68
Subtotal	459,650.75	Outstanding Checks	34,371.93
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	459,650.75	Ending Balance	459,650.75
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
4/21/2021	Payment	8246	PENINSULA IMPROVEMENT CORP.	25,957.50	0.00	25,957.50
4/27/2021	Payment	8251	TIMOTHY B. CANTWELL	184.70	0.00	184.70
4/27/2021	Payment	8252	LLOYD SCHLIEP	184.70	0.00	184.70
4/27/2021	Payment	8253	STANLEY 9. OMLAND	184.70	0.00	184.70
4/27/2021	Payment	8254	DEAN A. BRITT	184.70	0.00	184.70
4/28/2021	Payment	8255	INFRAMARK LLC	4,787.50	0.00	4,787.50
4/28/2021	Payment	8256	INNERSYNC STUDIO, LTD	388.13	0.00	388.13
4/28/2021	Payment	8257	REAL ESTATE ECONOMETRICS	2,500.00	0.00	2,500.00
<b>Total Outstanding Checks.....</b>				<b>34,371.93</b>		<b>34,371.93</b>

**QCA Lawsuit**  
**April 30, 2021**

<u>Date</u>	<u>Vendor</u>	<u>Inv #</u>	<u>Check #</u>	<u>Amount</u>	<u>Hours</u>	<u>Description</u>
2/29/2020	HGS	113982	8081	\$ 728.00	2.8	Wes Haber hours
6/30/2020	HGS	116536	8140	156.00	0.6	Wes Haber hours
8/31/2020	HGS	117756	8165	234.00	0.9	Wes Haber hours
9/30/2020	HGS	118420	8187	78.00	0.3	Wes Haber hours
12/30/2020	HGS	119562	8211	156.00	0.6	Wes Haber hours
1/29/2021	HGS	120217	8223	78.00	0.3	Wes Haber hours
3/1/2021	HGS	121097	8242	78.00	0.3	Wes Haber hours
Total				<u>\$ 1,508.00</u>	<u>5.8</u>	<u>Hopping Green Sams</u>
9/4/2020	GFP	113081	8146	700.00	2.5	Michael Traficante hours
10/8/2020	GFP	113350	8161	814.00	2.2	Michael Traficante hours
11/6/2020	GFP	113573	8177	455.00	1.3	Michael Traficante hours
12/7/2020	GFP	113774	8192	1,290.00	4.8	Michael Traficante hours
1/9/2021	GFP	113909	8234	1,500.00	11.5	Michael Traficante hours
4/10/2021	GFP	114541	8241	210.00	0.6	Michael Traficante hours
Total				<u>\$ 4,969.00</u>	<u>22.9</u>	<u>Grant, Fridkin, Pearson</u>
Grand Total				<u>\$ 6,477.00</u>	<u>28.7</u>	

# THE QUARRY COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 4/01/21 to 4/30/21

(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
<b>HANCOCK &amp; WHITNEY BANK GENERAL FUND - (ACCT# XXXXX3489)</b>									
Check	8240	04/14/21	Vendor	QUARRY CDD - C/O U.S. BANK N.A.	04062021-204	ASSESSMENTS 2020-21	Due From Other Funds	131000	\$24,150.65
Check	8241	04/16/21	Vendor	GRANT, FRIDKIN, PEARSON, PA.	114541	LEGAL SVCS THRU MAR 2021	ProfServ-Other Legal Charges	001-531028-51301	\$210.00
Check	8242	04/16/21	Vendor	HOPPING GREEN & SAMS	121078	GEN COUNSEL THRU JAN 2021	ProfServ-Legal Services	001-531023-51401	\$1,545.63
Check	8242	04/16/21	Vendor	HOPPING GREEN & SAMS	121097	QCA LITIGATION THRU JAN 2021	ProfServ-Legal Litigation	001-531024-51401	\$78.00
Check	8243	04/16/21	Vendor	DISASTER LAW & CONSULTING, LLC	2234210300455	LEGAL LITIGATION THRU 3/31/2021	ProfServ-Legal Litigation	001-531024-51401	\$12,312.50
Check	8244	04/16/21	Vendor	PENINSULA IMPROVEMENT CORP.	INV007617	WEED CUT AND HARVEST @ NW WALLS	Miscellaneous Maintenance	001-546922-53901	\$4,720.00
Check	8244	04/16/21	Vendor	PENINSULA IMPROVEMENT CORP.	INV007616	FEB LAKE / LITTORAL MAINT	Lake & Preserve Maintenance	001-546188-53901	\$5,417.00
Check	8245	04/21/21	Vendor	CPH	123306	ENG SVCS THRU FEB 14, 2021 - 6 ADDRESSES	ProfServ-Engineering	001-531013-51501	\$1,920.00
Check	8246	04/21/21	Vendor	PENINSULA IMPROVEMENT CORP.	INV007618	QRTLY MAINT WETLAND PRESERVES	Contracts-Preserve Maintenance	001-534076-53901	\$25,957.50
Check	8251	04/27/21	Employee	TIMOTHY B. CANTWELL	PAYROLL	April 27, 2021 Payroll Posting			\$184.70
Check	8252	04/27/21	Employee	LLOYD SCHLIEP	PAYROLL	April 27, 2021 Payroll Posting			\$184.70
Check	8253	04/27/21	Employee	STANLEY 9. OMLAND	PAYROLL	April 27, 2021 Payroll Posting			\$184.70
Check	8254	04/27/21	Employee	DEAN A. BRITT	PAYROLL	April 27, 2021 Payroll Posting			\$184.70
Check	8255	04/28/21	Vendor	INFRAMARK LLC	62653	APRIL MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,750.00
Check	8255	04/28/21	Vendor	INFRAMARK LLC	62653	APRIL MGMT FEES	Printing and Binding	001-547001-51301	\$31.38
Check	8255	04/28/21	Vendor	INFRAMARK LLC	62653	APRIL MGMT FEES	Postage and Freight	001-541006-51301	\$6.12
Check	8256	04/28/21	Vendor	INNERSYNC STUDIO, LTD	19348	WEBSITE/COMPLIANCE SVCS	Website Compliance	001-534397-51301	\$388.13
Check	8257	04/28/21	Vendor	REAL ESTATE ECONOMETRICS	337	ASSESS METHODOLOGY REPORT	Misc-Special Projects	001-549053-51301	\$2,500.00
<b>Account Total</b>									<b>\$84,725.71</b>



**6C.ii**

[illegible][illegible]

**6C.iii**



**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

April 9, 2021

To the Board of Supervisors  
Quarry Community Development District  
Collier County, Florida

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of Quarry Community Development District's (the "District") financial statements as of and for the year ending September 30, 2020.

### **Communication**

Effective two-way communication between our firm and the Board of Supervisors is important to understanding matters related to the audit and developing a constructive working relationship.

Your insights may assist us in understanding the District and its environment, identifying appropriate sources of audit evidence and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will communicate to us any matters you consider relevant to the audit in a timely manner. Such matters might include strategic decisions that may significantly affect the nature, timing and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will communicate to you, in timely manner, any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Board of Supervisors  
Quarry Community Development District  
April 9, 2021  
Page 2

## **Independence**

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies restrict certain non-audit services that may be provided by Berger, Toombs, Elam, Gaines, and Frank and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

## **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how your organization functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of your organization's objectives, strategies, risks and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

## **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality in both planning and performing the audit; evaluating the effect of identified misstatements on the audit and the effect of uncorrected misstatements, if any, on the financial statements; and forming the opinion in our report on the financial statements, and determining or reporting in accordance with *Government Auditing Standards* and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures.



Board of Supervisors  
Quarry Community Development District  
April 9, 2021  
Page 3

### **The Concept of Materiality in Planning and Executing the Audit (Continued)**

Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

### **Our Approach to Internal Control Relevant to the Audit**

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. Our review and understanding of the District's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue a report on internal control related to the financial statements. This report describes the scope of testing of internal control and the results of our tests of internal control. Our report on internal control will include any significant deficiencies and material weaknesses in internal controls of which we become aware of as a result of our understanding and testing of internal controls consistent with the requirements of *Government Auditing Standards* issued by the Comptroller General of the United States.

### **Timing of the Audit**

We have scheduled preliminary audit field work for April 2021. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

### **Closing**

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to the District.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants P.A.

Board of Supervisors  
Quarry Community Development District  
April 9, 2021  
Page 4

This communication is intended solely for the information and use of the Board of Supervisors and is not intended to be, and should not be, used by anyone other than this specified party.

*Berger Toombs Elam  
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J.W. GAINES, CPA

## **Seventh Order of Business**



**THE QUARRY**  
**Community Development District**

***Annual Operating and Debt Service Budget***  
**Fiscal Year 2022**

**Version 3 - Proposed Budget:**  
**(Printed on 5/10/2021 11:15 AM)**

**Prepared by:**



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**The Quarry**  
**Community Development District**

**Operating Budget**  
**Fiscal Year 2022**

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2022 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL		ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2019	FY 2020	BUDGET	THRU	MAY -	PROJECTED	BUDGET
			FY 2021	APR-2021	SEPT-2021	FY 2021	FY 2022
<b>REVENUES</b>							
Interest - Investments	\$ -	\$ 1,148	\$ 400	\$ 150	\$ 107	\$ 257	\$ 200
Hurricane Irma FEMA Refund	-	243	-	-	-	-	-
Golf Course Revenue	-	13,345	18,000	-	18,000	18,000	114,918
Interest - Tax Collector	785	1,474	-	239	-	239	-
Special Assmnts- Tax Collector	149,804	578,672	579,497	574,909	4,588	579,497	814,044
Special Assmnts- Discounts	(5,492)	(21,200)	(23,180)	(21,510)	-	(21,510)	(32,562)
Settlements	500,000	99,000	-	-	-	-	-
Other Miscellaneous Revenues	2,833	70,600	40,000	3,000	40,000	43,000	-
<b>TOTAL REVENUES</b>	<b>647,930</b>	<b>743,282</b>	<b>614,717</b>	<b>556,788</b>	<b>62,695</b>	<b>619,483</b>	<b>896,600</b>

**EXPENDITURES**

*Administrative*

P/R-Board of Supervisors	-	9,800	12,000	5,200	5,000	10,200	12,000
FICA Taxes	-	750	918	398	383	780	918
ProfServ-Arbitrage Rebate	500	-	600	-	600	600	600
ProfServ-Engineering	46,702	57,031	45,000	13,515	26,365	39,880	45,000
ProfServ-Legal Services (District)	33,075	39,511	30,000	6,297	12,594	18,891	21,000
ProfServ-Legal Litigation (Outside Svcs)	24,000	70,427	25,000	27,387	-	27,387	25,000
ProfServ-Mgmt Consulting Serv	38,640	51,296	57,000	33,250	23,750	57,000	58,710
ProfServ-Other Legal Charges	2,150	700	-	4,269	-	4,269	-
ProfServ-Property Appraiser	-	8,064	8,000	14,453	-	14,453	36,341
ProfServ-Special Assessment	5,000	-	-	-	-	-	-
ProfServ-Trustee Fees	8,734	11,182	9,000	7,189	-	7,189	4,041
ProfServ-Consultants	2,063	-	20,000	5,000	15,000	20,000	-
ProfServ-Web Site Maintenance	1,500	-	-	-	-	-	-
Auditing Services	5,050	4,900	4,900	-	4,900	4,900	4,900
Contract-Website Hosting	-	1,164	1,550	-	-	-	-
Website Compliance	-	1,512	1,515	1,164	388	1,552	1,553
Postage and Freight	2,104	673	750	687	491	1,178	600
Insurance - General Liability	5,500	-	6,655	6,064	-	6,064	6,246
Printing and Binding	-	309	750	273	195	468	500
Legal Advertising	6,811	6,189	4,000	350	3,650	4,000	4,000
Miscellaneous Services	-	998	2,000	-	1,000	1,000	2,000
Misc-Bank Charges	328	287	50	247	176	423	500
Misc-Special Projects	-	-	20,000	2,500	17,500	20,000	20,000
Misc-Assessmnt Collection Cost	1,397	8,627	11,590	11,068	92	11,160	16,281
Misc-Contingency	2,262	-	1,000	1,591	-	1,591	1,000
Office Supplies	3,184	116	800	-	250	250	250
Annual District Filing Fee	175	175	175	175	-	175	175
<b>Total Administrative</b>	<b>189,175</b>	<b>273,711</b>	<b>263,253</b>	<b>141,077</b>	<b>112,334</b>	<b>253,410</b>	<b>261,614</b>

*Field*

Contracts-Lake Maintenance	-	-	-	-	-	-	65,004
Contracts-Preserve Maintenance	-	-	-	25,958	25,958	51,916	103,832
R&M-General	-	-	-	-	-	-	75,000
R&M-Irrigation	-	31,213	-	-	-	-	-
R&M-Lake	-	-	-	-	-	-	200,000
R&M-Street Signs	1,830	-	-	-	-	-	-
R&M-Lake Trimming	-	-	-	-	-	-	60,000
R&M-Buoys	-	-	-	-	-	-	7,500
Lake & Preserve Maintenance	-	126,733	140,000	59,654	27,085	86,739	-

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2022 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2019	ACTUAL FY 2020	ADOPTED BUDGET FY 2021	ACTUAL THRU APR-2021	PROJECTED MAY - SEPT-2021	TOTAL PROJECTED FY 2021	ANNUAL BUDGET FY 2022
Miscellaneous Maintenance	7,688	-	111,464	4,720	55,734	60,454	6,170
Capital Projects	-	-	50,000	-	-	-	50,000
Reserve - Other	-	42,110	-	-	-	-	-
Water Quality Testing	-	-	-	-	-	-	17,480
<b>Total Field</b>	<b>9,518</b>	<b>200,056</b>	<b>301,464</b>	<b>90,332</b>	<b>108,777</b>	<b>199,109</b>	<b>584,986</b>
<b>Reserves</b>							
Reserve - Other	-	-	50,000	-	-	-	50,000
<b>Total Reserves</b>	<b>-</b>	<b>-</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>198,693</b>	<b>473,767</b>	<b>614,717</b>	<b>231,409</b>	<b>221,111</b>	<b>452,519</b>	<b>896,600</b>
Excess (deficiency) of revenues							
Over (under) expenditures	449,237	269,515	-	325,379	(158,415)	166,964	(0)
<b>OTHER FINANCING SOURCES (USES)</b>							
Operating Transfers-Out	-	(557,463)	-	-	-	-	-
<b>TOTAL OTHER SOURCES (USES)</b>	<b>-</b>	<b>(557,463)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(0)</b>
Net change in fund balance	449,237	(287,948)	-	325,379	(158,415)	166,964	(0)
<b>FUND BALANCE, BEGINNING</b>	<b>18,458</b>	<b>467,695</b>	<b>179,747</b>	<b>179,747</b>	<b>-</b>	<b>179,747</b>	<b>346,711</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ 467,695</b>	<b>\$ 179,747</b>	<b>\$ 179,747</b>	<b>\$ 505,126</b>	<b>\$ (158,415)</b>	<b>\$ 346,711</b>	<b>\$ 346,711</b>

**Budget Narrative**  
Fiscal Year 2022

**REVENUES**

**Interest-Investments**

The District earns interest on the monthly average collected balance for their money market account.

**Golf Course Revenue**

The District receives yearly revenue from golf course.

**Special Assessments-Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year.

**Special Assessments-Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

**EXPENDITURES**

**Administrative**

**P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon all supervisors attending all the meetings. Six meetings are scheduled.

**FICA Taxes**

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

**Professional Services-Arbitrage Rebate Calculation**

The District utilizes a company who specializes in calculating the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount for the fiscal year is based on standard fees charged for this service.

**Professional Services-Engineering**

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for monthly board meetings when requested, review of invoices, annual engineer report for compliance purpose and other specifically requested assignments. Annual engineer's report as required by the bond indenture.

**Professional Services-Legal Services (District)**

The District's Attorney, Hopping Green & Sams P.A. provides general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Supervisors and the District Manager.

**Professional Services-Legal Litigation (Outside Services)**

The District's Attorney, Grant, Fridkin, Pearson P.A. provides litigation legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Supervisors and the District Manager.

**Budget Narrative**  
Fiscal Year 2022

<b>EXPENDITURES</b>
---------------------

**Administrative** (continued)

**Professional Services-Management Consulting Services**

The District receives management, accounting, and administrative services as part of a management agreement with Inframark Infrastructure Management Services. Also includes cost of Information Technology (GASB 54 Compliant Software System), transcription services, records management, and long-term offsite records storage. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the management agreement.

**Professional Services-Property Appraiser**

Collier County Non-Ad Valorem Tax roll. 1.5% of current fiscal year total assessments less prior year excess fees and/or adjustments.

**Professional Services-Trustee**

The District issued this Series 2020 Special Assessment Bond that is deposited with a Trustee to handle all trustee matters. The annual trustee fee is based on standard fees charged plus any out-of-pocket expenses.

**Auditing Services**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter.

**Website Compliance**

The District contracted with a company to operate the website ADA compliance to meet Florida statutes.

**Postage and Freight**

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

**Insurance-General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium. A 3% increase is projected.

**Printing and Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

**Legal Advertising**

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

**Miscellaneous Services**

The District may incur other unanticipated services.

**Misc-Bank Charges**

The District may incur unanticipated bank fees.

**Misc-Special Projects**

The District special projects during the year.

**Budget Narrative**  
Fiscal Year 2022

<b>EXPENDITURES</b>
---------------------

**Administrative** (continued)

**Miscellaneous-Assessment Collection Costs**

The District reimburses the Collier County Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

**Misc-Contingency**

The District may incur unbudgeted expenditures.

**Office Supplies**

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

**Annual District Filing Fee**

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity.

**Field**

**Contracts-Lake Maintenance**

Monthly service for \$5,417 for lake and littoral maintenance with Collier Environmental Services, A/K/A Peninsula Improvement Corporation.

**Contracts-Preserve Maintenance**

Quarterly preserve contract with Collier Environmental Services, A/K/A Peninsula Improvement Corporation.

**R&M-General**

General expenditures that may incur for the District.

**R&M-Lake**

Other lake expenditures that may incur for the District.

**R&M-Lake Trimming**

Lake trimming for the District.

**R&M-Buoys**

Seven buoys planned for the District.

**Miscellaneous Maintenance**

District other maintenance.

**Capital Projects**

The District purchase of capital expenditures.

**Water Quality Testing**

Based on 40% of \$43,700 proposed by CPH.



**Budget Narrative**  
Fiscal Year 2022

<b>EXPENDITURES</b>
---------------------

**Reserves**

**Reserve - Other**

Planned expenditures the District allocated for future projects

**Exhibit "A"**  
Allocation of Fund Balances

**AVAILABLE FUNDS**

	<b><u>Amount</u></b>
Beginning Fund Balance - Fiscal Year 2022	\$ 346,711
Net Change in Fund Balance - Fiscal Year 2022	-
Reserves - Fiscal Year 2022 Additions	50,000
<b>Total Funds Available (Estimated) - 9/30/2022</b>	<b>396,711</b>

**ALLOCATION OF AVAILABLE FUNDS**

***Assigned Fund Balance***

Operating Reserve - First Quarter Operating Capital	122,802 <sup>(1)</sup>
Reserves - Other (FY 2021)	50,000
Reserves - Other (FY 2022)	50,000
Subtotal	<u>100,000</u>
<b>Total Allocation of Available Funds</b>	<b>222,802</b>

<b>Total Unassigned (undesignated) Cash</b>	<b><u>\$ 173,909</u></b>
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**Notes**

(1) Represents approximately 3 months of operating expenditures

**The Quarry**  
**Community Development District**

**Debt Service Budget**  
**Fiscal Year 2022**

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2022 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2020	ADOPTED BUDGET FY 2021	ACTUAL THRU APR-2021	PROJECTED MAY - SEPT-2021	TOTAL PROJECTED FY 2021	ANNUAL BUDGET FY 2022
<b>REVENUES</b>						
Interest - Investments	\$ -	\$ -	\$ 15	\$ -	\$ 15	\$ -
Special Assmnts- Tax Collector	-	-	235,786	15,210	250,996	1,608,706
Special Assmnts- Discounts	-	-	(4,561)	-	(4,561)	(64,348)
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>231,240</b>	<b>15,210</b>	<b>246,450</b>	<b>1,544,358</b>
<b>EXPENDITURES</b>						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	-	-	4,625	304	4,929	32,174
<b>Total Administrative</b>	<b>-</b>	<b>-</b>	<b>4,625</b>	<b>304</b>	<b>4,929</b>	<b>32,174</b>
<i>Debt Service</i>						
Principal Debt Retirement	-	-	-	987,000	987,000	1,166,000
Principal Prepayments	-	-	-	-	-	-
Interest Expense	-	-	-	126,871	126,871	332,186
Cost of Issuance	-	-	274,006	-	274,006	-
<b>Total Debt Service</b>	<b>-</b>	<b>-</b>	<b>274,006</b>	<b>1,113,871</b>	<b>1,113,871</b>	<b>1,608,275</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>278,631</b>	<b>1,114,175</b>	<b>1,118,800</b>	<b>1,640,449</b>
Excess (deficiency) of revenues						
Over (under) expenditures	-	-	(47,391)	(1,098,965)	(872,350)	(96,091)
<b>OTHER FINANCING SOURCES (USES)</b>						
Interfund Transfer - In	-	-	1,244,820	-	1,244,820	-
Proceeds of Refunding Bonds	-	-	277,373	-	277,373	-
Contribution to (Use of) Fund Balance	-	-	-	-	-	(96,091)
<b>TOTAL OTHER SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>1,522,193</b>	<b>-</b>	<b>1,522,193</b>	<b>(96,091)</b>
Net change in fund balance	-	-	1,474,802	(1,098,965)	649,843	(96,091)
<b>FUND BALANCE, BEGINNING</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>649,843</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,474,802</b>	<b>\$ (1,098,965)</b>	<b>\$ 649,843</b>	<b>\$ 553,752</b>

## BOND DEBT SERVICE

The Quarry Community Development District  
 Special Assessment Refunding Bonds, Series 2020  
 Refunding of Special Assessment Refunding Bonds, Series 2019  
 (Private Placement - Hancock Bank)

Period Ending	Par Outstanding	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2021	17,123,000			166,093	166,093.10	
5/1/2022	17,123,000	1,166,000	1.940%	166,093	1,332,093.10	1,498,186.20
11/1/2022	15,957,000			154,783	154,782.90	
5/1/2023	15,957,000	1,188,000	1.940%	154,783	1,342,782.90	1,497,565.80
11/1/2023	14,769,000			143,259	143,259.30	
5/1/2024	14,769,000	1,212,000	1.940%	143,259	1,355,259.30	1,498,518.60
11/1/2024	13,557,000			131,503	131,502.90	
5/1/2025	13,557,000	1,235,000	1.940%	131,503	1,366,502.90	1,498,005.80
11/1/2025	12,322,000			119,523	119,523.40	
5/1/2026	12,322,000	1,260,000	1.940%	119,523	1,379,523.40	1,499,046.80
11/1/2026	11,062,000			107,301	107,301.40	
5/1/2027	11,062,000	1,285,000	1.940%	107,301	1,392,301.40	1,499,602.80
11/1/2027	9,777,000			94,837	94,836.90	
5/1/2028	9,777,000	1,309,000	1.940%	94,837	1,403,836.90	1,498,673.80
11/1/2028	8,468,000			82,140	82,139.60	
5/1/2029	8,468,000	1,336,000	1.940%	82,140	1,418,139.60	1,500,279.20
11/1/2029	7,132,000			69,180	69,180.40	
5/1/2030	7,132,000	1,070,000	1.940%	69,180	1,139,180.40	1,208,360.80
11/1/2030	6,062,000			58,801	58,801.40	
5/1/2031	6,062,000	1,091,000	1.940%	58,801	1,149,801.40	1,208,602.80
11/1/2031	4,971,000			48,219	48,218.70	
5/1/2032	4,971,000	1,112,000	1.940%	48,219	1,160,218.70	1,208,437.40
11/1/2032	3,859,000			37,432	37,432.30	
5/1/2033	3,859,000	1,134,000	1.940%	37,432	1,171,432.30	1,208,864.60
11/1/2033	2,725,000			26,433	26,432.50	
5/1/2034	2,725,000	891,000	1.940%	26,433	917,432.50	943,865.00
11/1/2034	1,834,000			17,790	17,789.80	
5/1/2035	1,834,000	908,000	1.940%	17,790	925,789.80	943,579.60
11/1/2035	926,000			8,982	8,982.20	
5/1/2036	926,000	926,000	1.940%	8,982	934,982.20	943,964.40
		17,123,000		2,532,554	19,655,554	19,655,554

**Budget Narrative**  
Fiscal Year 2022

**REVENUES**

**Special Assessments-Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the debt service expenditures during the Fiscal Year.

**Special Assessments-Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

**EXPENDITURES**

**Administrative**

**Miscellaneous-Assessment Collection Cost**

The District reimburses the Collier County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

**Principal Debt Retirement**

The District pays an annual principal amount on 5/1 of each fiscal year.

**Interest Expense**

The District pays semi-annual interest amounts on 5/1 and 11/1 of each fiscal year.

**The Quarry**  
**Community Development District**

**Supporting Budget Schedule**  
**Fiscal Year 2022**

Comparison of Assessment Rates  
Fiscal Year 2022 vs. Fiscal Year 2021

Product & Phase	General Fund 001			2020-1 Debt Service			2020-2 Debt Service			2020-3 Debt Service			Total Assessments per Unit			Units
	FY 2022	FY 2021	% Change	FY 2022	FY 2021	% Change	FY 2022	FY 2021	% Change	FY 2022	FY 2021	% Change	FY 2022	FY 2021	% Change	
Coach	\$763.86	\$643.89	18.6%	\$1,225.84	\$1,502.21	-18.4%	\$181.24	\$205.00	-11.6%	\$198.20	\$226.51	-12.5%	\$2,369.14	\$2,577.61	-8.1%	26
	\$763.86	\$643.89	18.6%	\$1,265.38	\$1,550.66	-18.4%	\$181.24	\$205.00	-11.6%	\$198.20	\$226.51	-12.5%	\$2,408.68	\$2,626.06	-8.3%	19
	\$763.86	\$643.89	18.6%	\$1,463.09	\$1,792.95	-18.4%	\$181.24	\$205.00	-11.6%	\$198.20	\$226.51	-12.5%	\$2,606.39	\$2,868.35	-9.1%	3
	\$763.86	\$643.89	18.6%	\$1,660.81	\$2,035.24	-18.4%	\$181.24	\$205.00	-11.6%	\$198.20	\$226.51	-12.5%	\$2,804.11	\$3,110.64	-9.9%	37
	\$763.86	\$643.89	18.6%	\$1,700.35	\$2,083.70	-18.4%	\$181.24	\$205.00	-11.6%	\$198.20	\$226.51	-12.5%	\$2,843.65	\$3,159.10	-10.0%	1
	\$763.86	\$643.89	18.6%	\$1,858.52	\$2,277.53	-18.4%	\$181.24	\$205.00	-11.6%	\$198.20	\$226.51	-12.5%	\$3,001.82	\$3,352.93	-10.5%	30
	\$763.86	\$643.89	18.6%	\$506.15	\$620.26	-18.4%	\$181.24	\$205.00	-11.6%	\$198.20	\$226.51	-12.5%	\$1,695.45	\$1,695.66	-2.7%	96
Luxury Coach	\$856.40	\$643.89	33.0%	\$1,384.01	\$1,696.03	-18.4%	\$214.83	\$243.00	-11.6%	\$234.89	\$268.44	-12.5%	\$2,690.13	\$2,851.36	-5.7%	26
	\$856.40	\$643.89	33.0%	\$1,502.64	\$1,841.41	-18.4%	\$214.83	\$243.00	-11.6%	\$234.89	\$268.44	-12.5%	\$2,808.76	\$2,996.74	-6.3%	20
	\$856.40	\$643.89	33.0%	\$1,898.07	\$2,325.99	-18.4%	\$214.83	\$243.00	-11.6%	\$234.89	\$268.44	-12.5%	\$3,204.19	\$3,481.32	-8.0%	18
SF 55	\$767.95	\$643.89	19.3%	\$1,225.84	\$1,502.21	-18.4%	\$241.35	\$273.00	-11.6%	\$264.27	\$302.02	-12.5%	\$2,499.42	\$2,721.12	-8.1%	43
	\$767.95	\$643.89	19.3%	\$1,265.38	\$1,550.66	-18.4%	\$241.35	\$273.00	-11.6%	\$264.27	\$302.02	-12.5%	\$2,538.96	\$2,769.57	-8.3%	13
	\$767.95	\$643.89	19.3%	\$1,463.09	\$1,792.95	-18.4%	\$241.35	\$273.00	-11.6%	\$264.27	\$302.02	-12.5%	\$2,736.67	\$3,011.86	-9.1%	3
	\$767.95	\$643.89	19.3%	\$1,660.81	\$2,035.24	-18.4%	\$241.35	\$273.00	-11.6%	\$264.27	\$302.02	-12.5%	\$2,934.39	\$3,254.15	-9.8%	4
	\$767.95	\$643.89	19.3%	\$624.78	\$765.64	-18.4%	\$241.35	\$273.00	-11.6%	\$264.27	\$302.02	-12.5%	\$1,898.36	\$1,984.55	-4.3%	74
SF 67	\$876.68	\$643.89	36.2%	\$1,384.01	\$1,696.03	-18.4%	\$301.47	\$341.00	-11.6%	\$330.34	\$377.51	-12.5%	\$2,892.50	\$3,058.43	-5.4%	9
	\$876.68	\$643.89	36.2%	\$1,621.27	\$1,986.79	-18.4%	\$301.47	\$341.00	-11.6%	\$330.34	\$377.51	-12.5%	\$3,129.76	\$3,349.19	-6.6%	10
	\$876.68	\$643.89	36.2%	\$1,700.35	\$2,083.70	-18.4%	\$301.47	\$341.00	-11.6%	\$330.34	\$377.51	-12.5%	\$3,208.84	\$3,446.10	-6.9%	1
	\$876.68	\$643.89	36.2%	\$1,818.99	\$2,229.08	-18.4%	\$301.47	\$341.00	-11.6%	\$330.34	\$377.51	-12.5%	\$3,327.48	\$3,591.48	-7.4%	20
	\$876.68	\$643.89	36.2%	\$1,898.07	\$2,325.99	-18.4%	\$301.47	\$341.00	-11.6%	\$330.34	\$377.51	-12.5%	\$3,406.56	\$3,688.39	-7.6%	2
	\$876.68	\$643.89	36.2%	\$2,016.70	\$2,471.37	-18.4%	\$301.47	\$341.00	-11.6%	\$330.34	\$377.51	-12.5%	\$3,525.19	\$3,833.77	-8.0%	12
	\$876.68	\$643.89	36.2%	\$688.05	\$843.17	-18.4%	\$301.47	\$341.00	-11.6%	\$330.34	\$377.51	-12.5%	\$2,196.54	\$2,205.57	-0.4%	111
SF 75	\$1,040.32	\$643.89	61.6%	\$1,463.09	\$1,792.95	-18.4%	\$402.26	\$455.00	-11.6%	\$440.44	\$503.35	-12.5%	\$3,346.11	\$3,395.19	-1.4%	22
	\$1,040.32	\$643.89	61.6%	\$1,700.35	\$2,083.70	-18.4%	\$402.26	\$455.00	-11.6%	\$440.44	\$503.35	-12.5%	\$3,583.37	\$3,685.94	-2.8%	12
	\$1,040.32	\$643.89	61.6%	\$1,779.44	\$2,180.61	-18.4%	\$402.26	\$455.00	-11.6%	\$440.44	\$503.35	-12.5%	\$3,662.45	\$3,782.85	-3.2%	1
	\$1,040.32	\$643.89	61.6%	\$1,898.07	\$2,325.99	-18.4%	\$402.26	\$455.00	-11.6%	\$440.44	\$503.35	-12.5%	\$3,781.09	\$3,928.23	-3.7%	39
	\$1,040.32	\$643.89	61.6%	\$1,818.99	\$2,229.08	-18.4%	\$402.26	\$455.00	-11.6%	\$440.44	\$503.35	-12.5%	\$3,702.01	\$3,831.32	-3.4%	8
	\$1,040.32	\$643.89	61.6%	\$1,977.16	\$2,422.91	-18.4%	\$402.26	\$455.00	-11.6%	\$440.44	\$503.35	-12.5%	\$3,860.18	\$4,025.15	-4.1%	2
	\$1,040.32	\$643.89	61.6%	\$3,163.45	\$3,876.65	-18.4%	\$402.26	\$455.00	-11.6%	\$440.44	\$503.35	-12.5%	\$5,046.47	\$5,478.89	-7.9%	1
	\$1,040.32	\$643.89	61.6%	\$814.58	\$998.23	-18.4%	\$402.26	\$455.00	-11.6%	\$440.44	\$503.35	-12.5%	\$2,697.60	\$2,600.47	3.7%	186
SF 90	\$1,284.49	\$643.89	99.5%	\$2,174.87	\$2,665.20	-18.4%	\$601.17	\$680.00	-11.6%	\$660.67	\$755.02	-12.5%	\$4,721.21	\$4,744.11	-0.5%	10
	\$1,284.49	\$643.89	99.5%	\$3,163.45	\$3,876.65	-18.4%	\$601.17	\$680.00	-11.6%	\$660.67	\$755.02	-12.5%	\$5,709.78	\$5,955.56	-4.1%	8
	\$1,284.49	\$643.89	99.5%	\$3,361.16	\$4,118.94	-18.4%	\$601.17	\$680.00	-11.6%	\$660.67	\$755.02	-12.5%	\$5,907.50	\$6,197.85	-4.7%	1
	\$1,284.49	\$643.89	99.5%	\$1,565.91	\$1,918.94	-18.4%	\$601.17	\$680.00	-11.6%	\$660.67	\$755.02	-12.5%	\$4,112.24	\$3,997.85	2.9%	32
Club House	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$5,608.61	\$6,344.00	-11.6%	\$6,166.17	\$7,046.81	-12.5%	\$11,774.78	\$13,390.81	-12.1%	
Beach Club	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$5,608.61	\$6,344.00	-11.6%	\$6,166.17	\$7,046.81	-12.5%	\$11,774.78	\$13,390.81	-12.1%	
																900



**7A**

**RESOLUTION 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT  
APPROVING THE BUDGET FOR FISCAL YEAR 2022 AND  
SETTING A PUBLIC HEARING THEREON PURSUANT  
TO FLORIDA LAW**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a proposed operating and/or debt service budget for Fiscal Year 2022; a copy of which is attached hereto, and

WHEREAS, the Board of Supervisors has considered said proposed budget and desires to set the required public hearing thereon;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE QUARRY COMMUNITY  
DEVELOPMENT DISTRICT;**

1. The operating budget proposed by the District Manager for Fiscal Year 2022 is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: August 16, 2021  
Hour: 1:00 p.m.  
Place: Quarry Beach Club  
8975 Kayak Drive  
Naples, Florida

Notice of this public hearing shall be published in the manner prescribed in Florida Law.

Adopted this 17<sup>th</sup> day of May 2021

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Chairperson/Vice-Chairperson

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Secretary/Assistant Secretary

# **Eighth Order of Business**

**8A**

THE QUARRY COMMUNITY DEVELOPMENT  
DISTRICT DISTRICT COUNSEL REPORT  
May 17, 2021 MEETING

1. Confer with Omland and counsel for QCA regarding QCA capital project and request for property.
2. Confer with Faircloth regarding agreement for resident impact on CDD easements and prepare draft of same.

**8B**

After recording, please return to:

District Manager  
The Quarry CDD  
c/o Inframark  
210 N. University Drive Suite 702  
Coral Springs, FL 33071

Parcel ID # \_\_\_\_\_

## LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS

THIS LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS (“**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among \_\_\_\_\_ ( “**Owner**”) residing at \_\_\_\_\_, and the **QUARRY COMMUNITY DEVELOPMENT DISTRICT (“CDD”)**, a local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 210 N. University Drive Suite 702, Coral Springs, Florida 33071.

### RECITALS

**WHEREAS**, Owner is the owner of Lot \_\_, as per the plat (“**Plat**”) of \_\_\_\_\_ recorded in Plat Book \_\_, Page \_\_ et seq., of the Official Records of Collier County, Florida (“**Property**”); and

**WHEREAS**, Owner desires to install \_\_\_\_\_ and related appurtenances (“**Improvements**”) within the \_\_-foot \_\_\_\_\_ easement (“**Easement**”) located on said Property and as shown on the Plat (“**License Area**”); and

**WHEREAS**, due to the CDD’s legal interests in the Easement, among other reasons, Owner requires the CDD’s consent before constructing improvements within any portion of the Easement; and

**WHEREAS**, the CDD has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

**1. RECITALS.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

**2. LICENSE FOR IMPROVEMENTS INSTALLATION AND MAINTENANCE; LIMITATION.** Subject to the terms of this Agreement, the CDD hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.

**3. OWNER RESPONSIBILITIES.** The Owner has the following responsibilities:

a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.

b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

c. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the Quarry Community Association, Inc. (“**Association**”), as well as any other necessary legal interests and approvals).

d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of CDD or any third party’s property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD’s option.

e. Owner’s exercise of rights hereunder shall not interfere with CDD’s rights under the Easement, or with any other applicable rights. Owner agrees that CDD, in its sole and absolute discretion, shall determine whether any such interference exists. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any improvements, whether above or below ground, that may be located within the Easement, or any utilities within the public utility easement, if any. It shall be Owner’s responsibility to locate and identify any such improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.

f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of the Improvements, and agrees to maintain the Improvements in good and working condition.

g. Additionally, the Owner shall keep the License Area 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 Owner’s exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

**4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS.** The permission granted herein is given to Owner as an accommodation and is revocable by the CDD at any time. Owner acknowledges the legal interest of the CDD in the Easement and agrees never to deny such interest or to interfere in any way with CDD’s use. Owner will exercise the privilege granted herein at Owner’s own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, the CDD may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner’s expense, and that the CDD is not obligated to re-install the Improvements to its original location and is not responsible for any damage to the Improvements, or its supporting structure as a result of the removal.

**5. INDEMNIFICATION.** Owner agrees to indemnify, defend and hold harmless the CDD, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.



**6. COVENANTS RUN WITH THE LAND.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, the Owner shall advise the subsequent owner of the terms and conditions of this Agreement.

**7. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**8. ATTORNEY’S FEES AND COSTS.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees and costs.

**9. COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed on the day and year first above written.

**WITNESSES:**

**OWNER**

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

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

Print Name

---

Print Name

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

Print Name

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_. She/He [ ] is personally known to me or [ ] produced as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

*[signatures continue on following page]*

[SIGNATURE PAGE TO LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS]

**WITNESSES:**

**OWNER**

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

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

---

Print Name

---

Print Name

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

---

Print Name

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

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NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

*[signatures continue on following page]*

[SIGNATURE PAGE TO LICENSE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS]

**WITNESSES:**

## THE QUARRY COMMUNITY DEVELOPMENT DISTRICT

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

By: \_\_\_\_\_  
\_\_\_\_\_, Board of Supervisors

Print Name

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

---

Print Name

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of the Board of Supervisors of the Quarry Community Development District, on behalf of said district. She/He [ ] is personally known to me or [ ] produced as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]

# **Tenth Order of Business**

**10B**



**April 28, 2021**

The Quarry CDD  
c/o Inframark LLC  
210 N University Drive  
Coral Springs, FL 33071

RE: Reserve Study with Site Inspection  
The Quarry CDD  
Quarry Drive  
Naples, FL 34120

Dear Board of Supervisors:

We are very appreciative for the opportunity to perform a full reserve study with site inspection and recommendations for The Quarry CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

The Quarry CDD commenced operations in 2004. The District is comprised of 900 units total which consist primarily of single family homes with a much smaller portion of multifamily homes. Home construction in the community occurred from 2005-2017. The community consists of 860 acres and is located in Naples, Collier County, Florida. After a review of plats, aerials, and county records, we recommend the following reserve items be included in the report:

- **Lakes and Banks**
- **Stormwater Drainage**
- **Any Other Items Specified by You**

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.



## Scope of Service

Our scope of service for a full reserve study with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements with both a Certified General Contractor and a CAI-designated Reserve Specialist (Both are degreed engineers).
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats, drawings, and site aerials.





## Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We both inspect all properties and have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at [www.reservestudyfl.com](http://www.reservestudyfl.com) and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations
- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services



## Experience

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

### **Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida**

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

### **Heritage Harbour South CDD, Bradenton, Florida**

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

### **Venetian CDD, Venice, FL**

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

### **Riverwood CDD, Port Charlotte, FL**

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, re-claimed water system, sewer system (and plant), and stormwater drainage.

### **Two Creeks CDD, Middleburg, FL**

Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.



## Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

**Full Reserve Study with Site Inspection (Level-1)**

**\$2,800**

We will provide you with electronic copies of the report. Payment will be due at the first submission of the report. The report will be completed within eight weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi  
Florida General Contractor #CGC-019465  
State-Certified General Appraiser RZ110

Steven Swartz, RS  
Reserve Specialist Designation No. 214  
State-Certified General Appraiser RZ3479

Accepted by Signature: \_\_\_\_\_

Date \_\_\_\_\_

Accepted by Printed Name: \_\_\_\_\_

# **Eleventh Order of Business**

**11Ai**

# **THE QUARRY COMMUNITY DEVELOPMENT DISTRICT CHAIRMAN'S ACTIVITY REPORT SINCE LAST MEETING FOR MAY 17, 2021 MEETING**

1. **FEMA Update:**
  - a. Numerous email communications with FEMA and Tony Ettore, Esq. , our specialized attorney.
  - b. Expect to submit final (hopefully) package of additionally requested information Monday, May 10<sup>th</sup> to FEMA
  - c. Expect positive feedback from FEMA this upcoming month
2. **Resident issues:**
  - a. None to Chair
3. **Review and process invoices through AVID**
4. **Meeting with Golf Club, Justin Faircloth, Albert Lopez, Jeffrey Satfield and its engineer on May 29<sup>th</sup>.**
5. **Numerous meetings with QCA on potential swap of land necessary to implement their Beach Club Master Plan.**
6. **Discussions with Wes Haber on requirements and procedure of potential land swap with QC**
7. **Discussions with CPH and Inframark on budget**
8. **Discussions and meeting with Ed Hubbard, Chair of HBCDD on 05.11**

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

**05.10.21**

**11Aii**

# The Quarry Community Development District



## Proposal for Field Inspection Services

May 10, 2021

**OUR MISSION:**

TO BE THE **PARTNER AND PROTECTOR**  
OF THE **MOST CRITICAL RESOURCE**  
THAT HELPS **COMMUNITIES PROSPER**





May 10, 2021

Re: Proposal for The Quarry Community Development District - Field Inspection Services

Inframark – Infrastructure Management Services is excited and pleased to provide a proposal for Field Inspection Services for The Quarry Community Development District.

**Our Mission is: “To be the Partner and Protector of the Most Critical Resource that helps Communities Prosper.”** We do this through our **3 Principles of Pure Partnership:**

We strongly believe in our people and ability to exceed our client’s expectations. These beliefs are rooted in some of the following:

- **Experience:**
  - Providing District Management, Field Services and Amenity Center Services to the Florida Region for nearly 40 years.

## PURE PARTNERSHIP



### Pure Alignment

We connect with clients on their terms, on a foundation of clarity, trust and mutual understanding. We make their goals our goals, tailoring the right mix of skills and resources to every project.



### Pure Accessibility

We are open and transparent with our clients and each other. We make information and insights easy to see, understand and share. We’re always available and open to share our skills, ideas and thinking.



### Pure Accountability

We hold ourselves accountable to our clients, through continuous measurement and improvement, to our environment, through rigorous compliance, and to each other, through ongoing safety, training and professional development.

We are committed to providing the best service possible while overcoming any obstacles that may arise. We look forward to hearing from you concerning our proposal and further discussing these plans, along with your vision, for your community.

Respectfully,

Chris Tarase  
Vice President  
Inframark - Infrastructure Management Services



## Table of Contents

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1	Pricing & Business Considerations	1
2	Sample Field Report	2



# 1 Pricing & Business Considerations

Pricing Category	Proposed Monthly Pricing	Proposed Annual Pricing
Field Inspection Services	\$ 1,250.00	\$15,000.00
<b>Total</b>	<b>\$ 1,250.00</b>	<b>\$15,000.00</b>

**NOTES:**

- Pricing is good for 30 days and is contingent upon a mutually agreed scope and contract.
- Pricing does not include inspections of the preserves as this area would require additional time and equipment to inspect.

**INCLUDES:**

- Conduct a visual monthly inspection of the community
- Prepare and present a monthly field report summary for the board to review including any recommended actions

## 2 Sample Field Report



### Sample CDD

April 30, 2021 – Field Management Report

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

Inspected by: Justin Faircloth



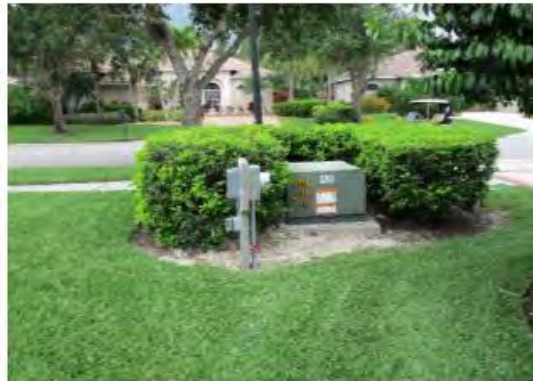
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*The Quarry Community Development District*

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**1. Aeration**

The new electric services have been installed on Blue Way and Red Drive. The sites are ready for the next phase of the project with the installation of the aeration equipment. The Board may wish to install plantings around the new posts to shield the equipment from view. The breaker panel was found open for the lake 6 aeration compressor. The outlet cover was also found broken and should likely be replaced. All cabinets were reviewed and all compressors were running without any apparent issues.





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*The Quarry Community Development District*

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- Fountain**

The fountain was observed flowing and spinning as designed. The fountain control panel was found loose and the mechanism holding the panel securely in place appears to be broken. The vendor will be contacted to have this addressed so there is no safety issue.



- Gatehouse/Monuments**

The gatehouse at the front entrance has recently been repainted along with the surrounding monuments. Some electrical repairs have been completed, however, there are still various electrical items that should be addressed to avoid safety issues.



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*The Quarry Community Development District*

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An irrigation leak was possibly discovered by unknowingly driving through a saturated area around the western monument sign. A blanket was observed amongst the hedge behind the gatehouse and should likely be removed.



The rear gatehouse has also been repainted. The fire extinguisher inside the gatehouse was found with an expired inspection tag and should be put on a regular inspection cycle once again. Exposed wires were visible behind the structure and can likely be fixed by repositioning the conduit and re-tightening the end connector.



## The Quarry Community Development District



### • Lake Management

The lake water levels are very low currently as we are nearing the end of the dry season. As found with previous inspections during this particular time of year, there were heavy amounts of dead floating vegetation in some, but certainly not all, of the lakes. Additional lake maintenance information is found below; all lake issues were low density unless otherwise noted.

- a. Algae on Lakes:** 1, 2, 4, 5, 9, 11, & 15. Medium to high density on lakes 4 & 9 (pictured).



- b. Grass Clippings in Lakes:** No issues observed.



*The Quarry Community Development District*

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- C. Littorals:** Littorals throughout the lakes were found to have section of healthy littorals such as canna, spikerush, and thalia. New plantings were also observed on the homeowner side of lake 2.



- d. Trash in Lakes:** No issues observed. The Board may wish to have a fallen tree removed from the north bank of lake 5 east of the #3 green.



- e. Weeds:**

- i. Alligator Weed in Lakes:** No issues observed.

## The Quarry Community Development District

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- ii. **Brazilian Pepper:** No issues observed.
- iii. **Cattails in Lakes:** No issues observed.
- iv. **Climbing Hemp Vine in Lakes:** No issues observed.
- v. **Dollar Weed in Lakes:** No issues observed.
- vi. **Hydrilla in Lakes:** 2 & 13.



- vii. **Illinois Pond Weed in Lakes:** No issues observed.
- viii. **Muskgrass (Chara):** 4 & 7. Medium to high density.
- ix. **Palms:** 3. Unwanted palms should likely be sprayed out before they become mature and a future maintenance issue for the District.



- x. **Red Ludwigia in Lakes:** No issues observed.
- xi. **Spatterdock/Lily Pads in Lakes:** No issues observed.
- xii. **Torpedo Grass in Lakes:** No issues observed.
- xiii. **Widgeon Grass:** 3 & 7. Medium to high density.

### 5. Perimeter Fence

The fence on the western boundary of tract A1 adjacent to the south bank of lake 3 continues to have debris on it that should likely be removed to prevent damage to the fencing. The fencing along Clearview Way has been removed during the exotic species removal of the new designated conservation areas by the vendor. The District may wish to consider adding additional fencing to secure the boundaries of the community, and this may very well be a possible requirement. A portion of fence was found falling over on the



## *The Quarry Community Development District*

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southern boundary of tract B3 where the border is shared with Colony Golf that should be repaired.



The wooden fencing between the District and Colony Golf on the southern boundary of tract B12 seemed to be in good condition with no apparent issues. The fence on the western boundary of tract A11 adjacent to lake 2 and Red Drive have heavy vegetation growing on it in places that should be sprayed out.



### **Preserves**

Invasives are beginning to gain a foothold in many of the conservation areas and should be addressed soon to avoid further dispersion. Invasive exotic Long Ear Leaf Acacia trees were noted along the western boundary of tract A10 and should be removed to avoid further development of an ongoing seed source for future growth within the conservation areas. Young saplings were also observed in tract B12 north and east of lake 12. Removal of invasives in the perimeter boundaries is an important measure to help keep additional new growth from spreading into interior conservation areas.



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*The Quarry Community Development District*

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Even more Long Ear Leaf Acacia trees were found in H4 on west bank of Lake 4. With the development of the adjacent parcel to the west, now is likely a great time to have any juvenile plants to be addressed before they mature. The exotic species removal by the vendor on the new parcel along Colonial Court appears to be complete. The District may wish to develop a plan to help native plants become established and prevent exotics from taking hold in the area once again.



Sightings of Long Ear Leaf Acacia in a section of tract B1 between holes 7 and 12 are increasing due to seed source on neighboring property of Colony Golf and should be addressed. The number of fruit pods on these trees help this plant to easily develop in new areas.





*The Quarry Community Development District*

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Various small Long Ear Leaf Acacia and Brazilian pepper trees were observed south of building 14 and lake 19. Saplings were also noted along the wooden fence in tract A2.



**7. Roadways/Gutters**

Minor gutter cracking, but no other issues observed.



**8. Sidewalks**

The cart path behind the gatehouse off of Blue Boulevard appears to have a lip adjacent to both street gutters and should likely be ground down to avoid a trip hazard.



## 9. Stormwater System

- a. **Control Structures:** Control structure C remains to be cleaned out to ensure proper flow to Tract B2.



**April 2019**

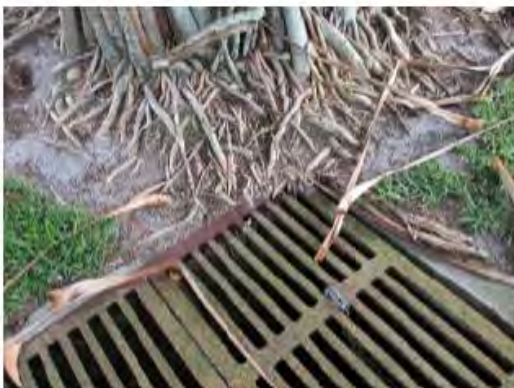


**April 2021**

- b. **Drains:** The vegetation growing out of C-11 should be sprayed out to ensure proper flow.



Drain structure C-111 on the SW corner of Lake 3 continues to be monitored. The roots are continuing to grow inside the drain and could cause damaged to the structure.





*The Quarry Community Development District*

- c. **Erosion:** No issues observed.  
d. **Lake Drainage Pipes:** No issues observed.  
e. **Inter-Connect/Drain Pipes:** R-6 should be cleaned out prior to the rainy season to ensure no blockages form as a result of the debris held back from the carp grating.



The carp barrier on interconnect G-6 remains broken and needs to be repaired to keep the carp from moving to lake 3. The plastic tubing should be replaced with more substantial material as observed above.



- f. **Roadway Catch Basins:** No new issues observed.

**10. Residential Complaints/Concerns**

No issues reported.

**11. Fish/Wildlife Observations:**

- |   |  |                                     |                                     |
|---|--|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Bass               | <input type="checkbox"/> Bream               | <input type="checkbox"/> Catfish    | <input type="checkbox"/> Gambusia   |
| <input type="checkbox"/> Egrets             | <input checked="" type="checkbox"/> Herons   | <input type="checkbox"/> Coots      | <input type="checkbox"/> Gallinules |
| <input checked="" type="checkbox"/> Anhinga | <input type="checkbox"/> Cormorant           | <input type="checkbox"/> Osprey     | <input type="checkbox"/> Ibis       |
| <input type="checkbox"/> Woodstork          | <input type="checkbox"/> Otter               | <input type="checkbox"/> Alligators | <input type="checkbox"/> Snakes     |
| <input type="checkbox"/> Turtles            | <input type="checkbox"/> Other: <u>Ducks</u> |                                     |                                     |



# Sample CDD

April 30, 2021 – Field Management Report

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

Inspected by: Justin Faircloth



## 1. Aeration

The new electric services have been installed on Blue Way and Red Drive. The sites are ready for the next phase of the project with the installation of the aeration equipment. The Board may wish to install plantings around the new posts to shield the equipment from view. The breaker panel was found open for the lake 6 aeration compressor. The outlet cover was also found broken and should likely be replaced. All cabinets were reviewed and all compressors were running without any apparent issues.







## 2. Fountain

The fountain was observed flowing and spinning as designed. The fountain control panel was found loose and the mechanism holding the panel securely in place appears to be broken. The vendor will be contacted to have this addressed so there is no safety issue.

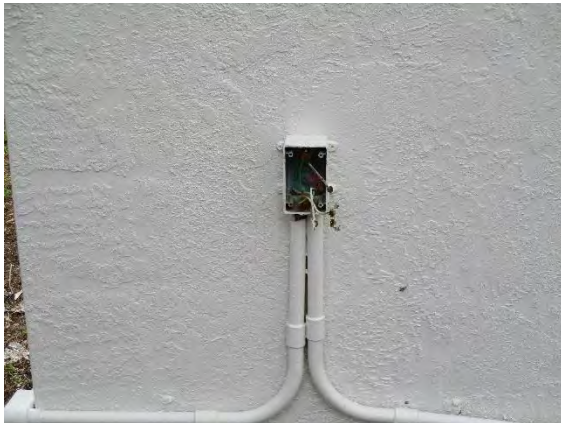


## 3. Gatehouse/Monuments

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An irrigation leak was possibly discovered by unknowingly driving through a saturated area around the western monument sign. A blanket was observed amongst the hedge behind the gatehouse and should likely be removed.



The rear gatehouse has also been repainted. The fire extinguisher inside the gatehouse was found with an expired inspection tag and should be put on a regular inspection cycle once again. Exposed wires were visible behind the structure and can likely be fixed by repositioning the conduit and re-tightening the end connector.





#### 4. Lake Management

The lake water levels are very low currently as we are nearing the end of the dry season. As found with previous inspections during this particular time of year, there were heavy amounts of dead floating vegetation in some, but certainly not all, of the lakes. Additional lake maintenance information is found below; all lake issues were low density unless otherwise noted.

a. **Algae on Lakes:** 1, 2, 4, 5, 9, 11, & 15. Medium to high density on lakes 4 & 9 (pictured).



b. **Grass Clippings in Lakes:** No issues observed.

- C. Littorals:** Littorals throughout the lakes were found to have section of healthy littorals such as canna, spikerush, and thalia. New plantings were also observed on the homeowner side of lake 2.



- d. Trash in Lakes:** No issues observed. The Board may wish to have a fallen tree removed from the north bank of lake 5 east of the #3 green.



- e. Weeds:**  
**i. Alligator Weed in Lakes:** No issues observed.



- ii. **Brazilian Pepper:** No issues observed.
- iii. **Cattails in Lakes:** No issues observed.
- iv. **Climbing Hemp Vine in Lakes:** No issues observed.
- v. **Dollar Weed in Lakes:** No issues observed.
- vi. **Hydrilla in Lakes:** 2 & 13.



- vii. **Illinois Pond Weed in Lakes:** No issues observed.
- viii. **Muskgrass (Chara):** 4 & 7. Medium to high density.
- ix. **Palms:** 3. Unwanted palms should likely be sprayed out before they become mature and a future maintenance issue for the District.



- x. **Red Ludwigia in Lakes:** No issues observed.
- xi. **Spatterdock/Lily Pads in Lakes:** No issues observed.
- xii. **Torpedo Grass in Lakes:** No issues observed.
- xiii. **Widgeon Grass:** 3 & 7. Medium to high density.

## 5. Perimeter Fence

The fence on the western boundary of tract A1 adjacent to the south bank of lake 3 continues to have debris on it that should likely be removed to prevent damage to the fencing. The fencing along Clearview Way has been removed during the exotic species removal of the new designated conservation areas by the vendor. The District may wish to consider adding additional fencing to secure the boundaries of the community, and this may very well be a possible requirement. A portion of fence was found falling over on the

southern boundary of tract B3 where the border is shared with Colony Golf that should be repaired.



The wooden fencing between the District and Colony Golf on the southern boundary of tract B12 seemed to be in good condition with no apparent issues. The fence on the western boundary of tract A11 adjacent to lake 2 and Red Drive have heavy vegetation growing on it in places that should be sprayed out.



## 6. Preserves

Invasives are beginning to gain a foothold in many of the conservation areas and should be addressed soon to avoid further dispersion. Invasive exotic Long Ear Leaf Acacia trees were noted along the western boundary of tract A10 and should be removed to avoid further development of an ongoing seed source for future growth within the conservation areas. Young saplings were also observed in tract B12 north and east of lake 12. Removal of invasives in the perimeter boundaries is an important measure to help keep additional new growth from spreading into interior conservation areas.





Even more Long Ear Leaf Acacia trees were found in H4 on west bank of Lake 4. With the development of the adjacent parcel to the west, now is likely a great time to have any juvenile plants to be addressed before they mature. The exotic species removal by the vendor on the new parcel along Colonial Court appears to be complete. The District may wish to develop a plan to help native plants become established and prevent exotics from taking hold in the area once again.



Sightings of Long Ear Leaf Acacia in a section of tract B1 between holes 7 and 12 are increasing due to seed source on neighboring property of Colony Golf and should be addressed. The number of fruit pods on these trees help this plant to easily develop in new areas.





Various small Long Ear Leaf Acacia and Brazilian pepper trees were observed south of building 14 and lake 19. Saplings were also noted along the wooden fence in tract A2.



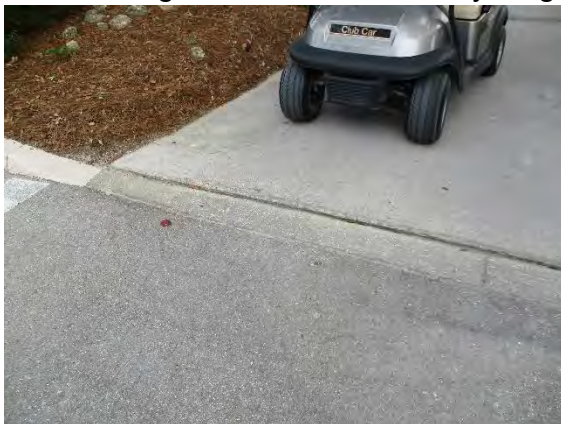
## 7. Roadways/Gutters

Minor gutter cracking, but no other issues observed.



## 8. Sidewalks

The cart path behind the gatehouse off of Blue Boulevard appears to have a lip adjacent to both street gutters and should likely be ground down to avoid a trip hazard.





## 9. Stormwater System

- a. **Control Structures:** Control structure C remains to be cleaned out to ensure proper flow to Tract B2.



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- b. **Drains:** The vegetation growing out of C-11 should be sprayed out to ensure proper flow.



Drain structure C-111 on the SW corner of Lake 3 continues to be monitored. The roots are continuing to grow inside the drain and could cause damaged to the structure.



- c. **Erosion:** No issues observed.
- d. **Lake Drainage Pipes:** No issues observed.
- e. **Inter-Connect/Drain Pipes:** R-6 should be cleaned out prior to the rainy season to ensure no blockages form as a result of the debris held back from the carp grating.



The carp barrier on interconnect G-6 remains broken and needs to be repaired to keep the carp from moving to lake 3. The plastic tubing should be replaced with more substantial material as observed above.



- f. **Roadway Catch Basins:** No new issues observed.

## 10. Residential Complaints/Concerns

No issues reported.

## 11. Fish/Wildlife Observations:

- |   |  |                                     |                                     |
|---|--|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Bass               | <input type="checkbox"/> Bream               | <input type="checkbox"/> Catfish    | <input type="checkbox"/> Gambusia   |
| <input type="checkbox"/> Egrets             | <input checked="" type="checkbox"/> Herons   | <input type="checkbox"/> Coots      | <input type="checkbox"/> Gallinules |
| <input checked="" type="checkbox"/> Anhinga | <input type="checkbox"/> Cormorant           | <input type="checkbox"/> Osprey     | <input type="checkbox"/> Ibis       |
| <input type="checkbox"/> Woodstork          | <input type="checkbox"/> Otter               | <input type="checkbox"/> Alligators | <input type="checkbox"/> Snakes     |
| <input type="checkbox"/> Turtles            | <input type="checkbox"/> Other: <u>Ducks</u> |                                     |                                     |