

**THE QUARRY  
COMMUNITY DEVELOPMENT DISTRICT**

**REGULAR MEETING  
SEPTEMBER 20, 2021**

**Conference Call In: 646-838-1601  
Conference ID: 951 092 195#**

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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

September 13, 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 September 20, 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 Pilot Project Recommendation Sites
  - C. CPH Pilot Project Proposal
  - D. Lake Bank Erosion Project Scheduling Discussion/FEMA Funding
- 6. District Manager's Report**
  - A. Approval of the August 16, 2021 Minutes
  - B. Acceptance of the Financial Report, and Approval of the Check Register and Invoices of August 2021
  - C. Follow-up Items
    - i. Status of Resident Complaints
    - ii. Variance Easement Report Update
      - a. 9051 Breakwater Drive
      - b. 9075 Graphite Circle
  - D. Field Management Report
- 7. Attorney's Report**
  - A. Attorney's Written Report

**B. Consideration of Resolution 2021-10, The Quarry CDD Approving a Land Swap with the Quarry Community Association**

**8. Old Business Items**

**9. New Business Items**

**10. Supervisor Requests**

**A. Reports**

- i. Chairman's Report: Mr. Omland*
- ii. Lake & Preserve: Mr. Flister*
- iii. Illinois Pondweed Lake Survey: Mr. Schliep*
- iv. Heritage Bay Umbrella Association Update: Mr. Cantwell*

**11. Audience Comments**

**12. Adjournment**

***The next scheduled meeting: Monday October 18, 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**

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

## **September 2021**

### **August 2021 Action Items**

- Seaweed harvester collection slope modification topographic survey scheduled.
- October water quality monitoring event scheduled.
- Pilot lakes shoreline project proposal submitted for Board of Supervisor’s consideration.
- 9051 Breakwater Drive site observation completed on August 20<sup>th</sup>, 2021 and observations report was submitted with this agenda packet.

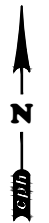
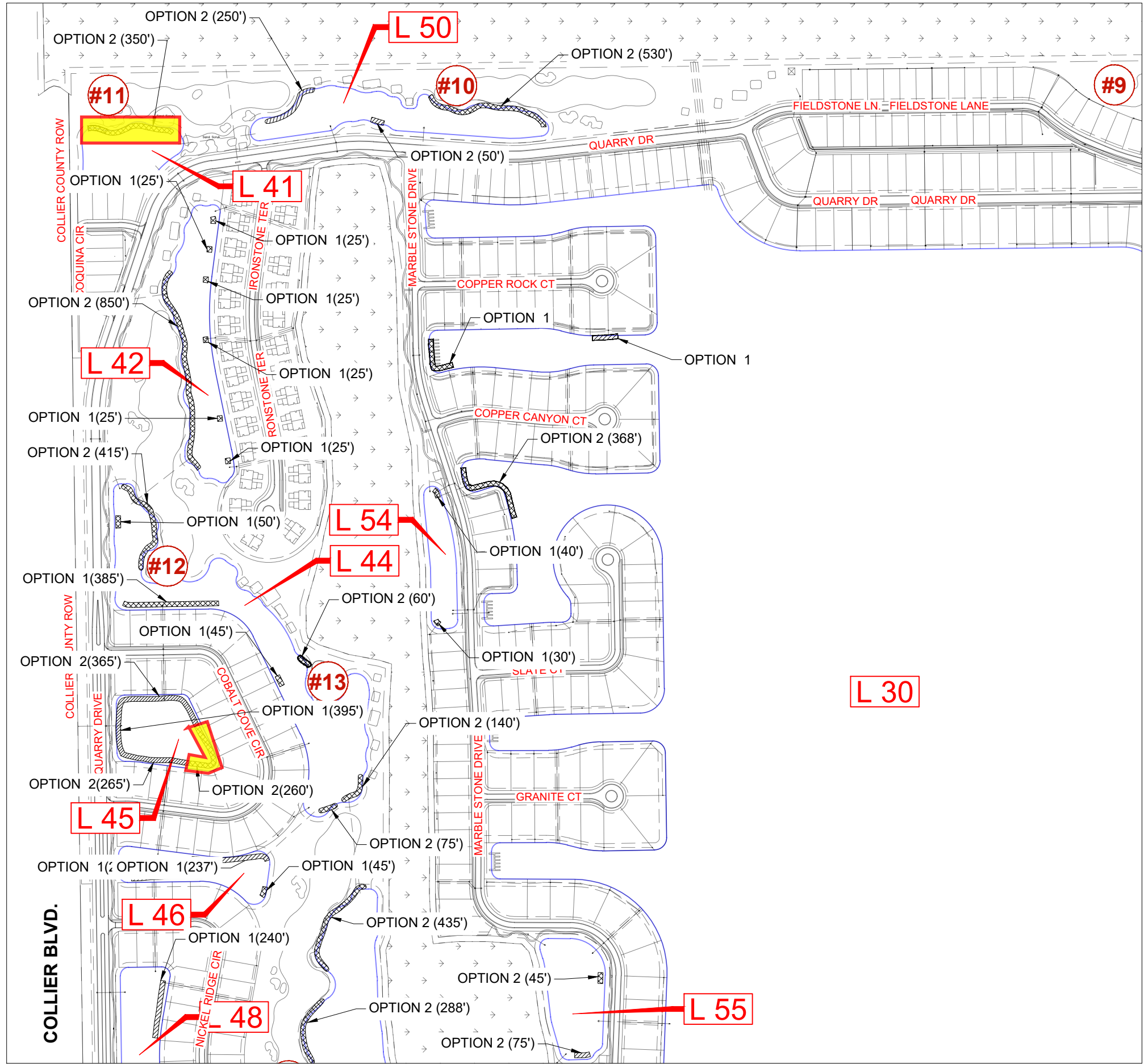
### **Pending Contracts/Proposals**

- Pilot lakes shoreline project proposal.

### **Current Projects**

- Seaweed harvester lake bank slope modification
  - Under design.

**5B**



LEGEND

L ##

LAKE NUMBER

—

APPROX. LAKE LIMITS

#

GOLF COURSE HOLE #

PRIORITY #1

PRIORITY #2

 PROPOSED PILOT TESTING SITES

No.	Date	Revision	No.	Date	Revision



A Full Service A & E Firm  
2216 Altamont Avenue  
Ft. Myers, FL 33901  
Ph: 239.332.5499  
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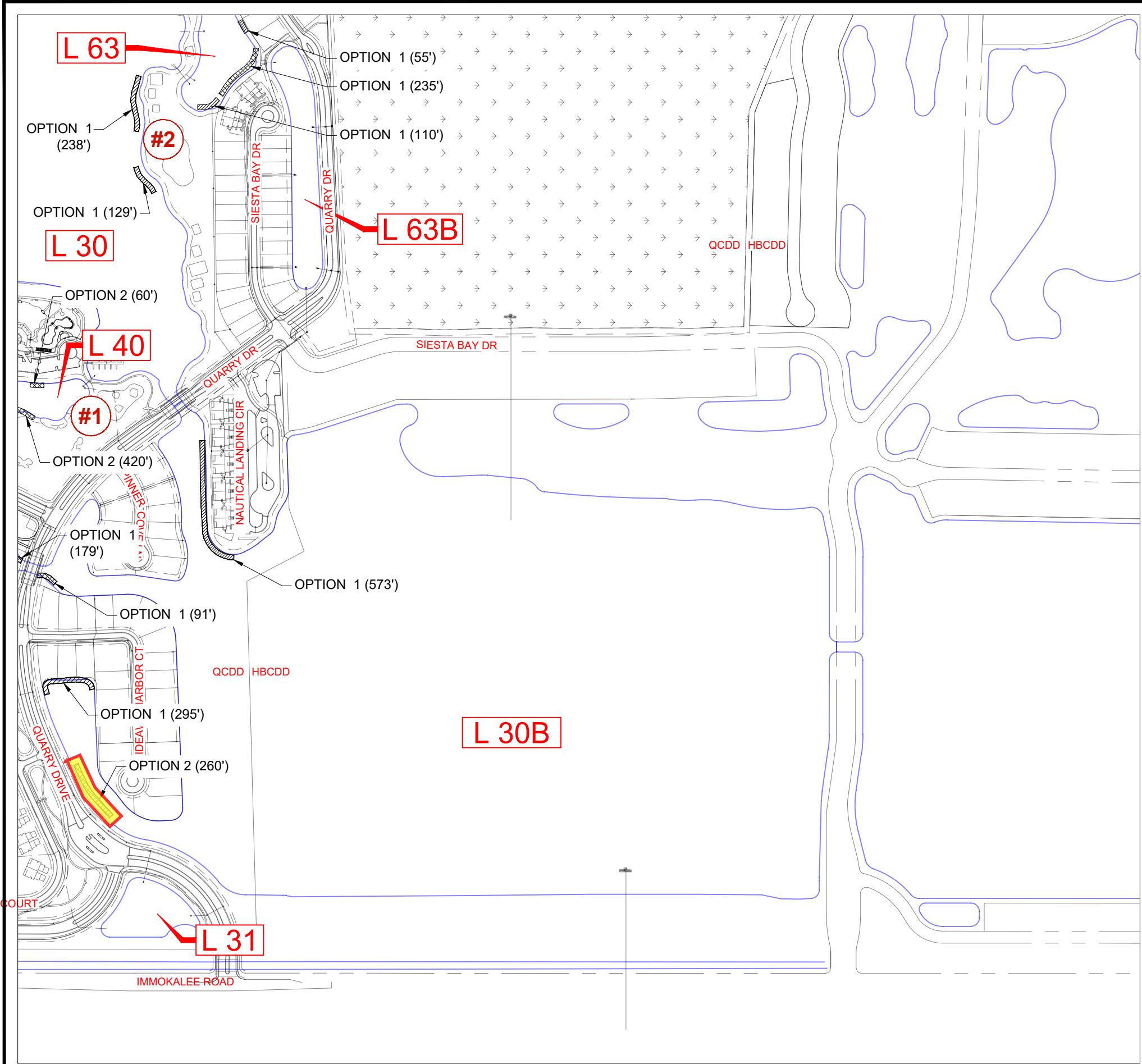
Plans Prepared By:  
CPH, Inc.  
State of Florida Licenses:  
Engineer No. 3215  
Surveyor No. LB7143  
Architect No. AA2600926  
Landscape No. LC000298

Designed by: A. LOPEZ  
Drawn by: J. ALLEN  
Checked by: A. LOPEZ  
Date: 08/03/2021  
Job No. Q0509

THE QUARRY COMMUNITY  
DEVELOPMENT DISTRICT  
COLLIER COUNTY / FLORIDA

INITIAL REPAIRS  
PROGRAMMING EXHIBIT

Sheet No.  
**EX-1**



**PROPOSED PILOT TESTING SITES**

No.	Date	Revision	No.	Date	Revision
1			1		
2			2		
3			3		
4			4		
5			5		



**A Full Service A & E Firm**

2216 Altamont Avenue  
Ft. Myers, FL 33901  
Ph: 239.332.5499

www.cphcorp.com

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Plans Prepared By:  
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**THE QUARRY COMMUNITY  
DEVELOPMENT DISTRICT  
COLLIER COUNTY / FLORIDA**

**INITIAL REPAIRS  
PROGRAMMING EXHIBIT**

Sheet No. **EX-4**

**5C**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
CPH, INC.  
AND  
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT  
FOR  
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT  
PILOT LAKES SHORELINE PROJECT  
COLLIER COUNTY, FLORIDA**

**SEPTEMBER 2<sup>ND</sup>, 2021**

CPH, Inc. (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 The Quarry Community Development District, hereinafter known as the Client, the professional services described below for the fees stipulated herein.

**PROJECT DESCRIPTION**

CPH will provide schematic design and construction observation services to address approximately 850 LF of erosion deficiencies on various lakes throughout The Quarry CDD, to be identified as littoral restoration test sites. CPH will provide limited construction observation services for a period of time not to exceed one hundred and forty-four (144) total hours. These construction observation services will include the 850 LF mentioned above, as well as an additional 350 LF as shown on the Glase Golf, Inc Lake #47 Improvements proposal dated May 17, 2021, for a total of 1,200 LF of construction observation services. As part of this proposal, CPH is including a Littoral Restoration Monitoring & Reporting task to periodically evaluate the littoral planting progress.

**SCOPE OF SERVICES**

**CONSULTANT**

**1.0 SCHEMATIC CIVIL DESIGN**

Based on the previously discussed Lake Bank Repairs Initial Programing Report Memo, CPH will prepare the Schematic Civil Design Exhibits. The exhibits will include general geometry data for each lake and various construction details to direct GC on the limits of construction and the specific planting pattern and materials. CPH will also include a unit cost form template for bidding purposes. Plans will be prepared in accordance with the South Florida Water Management Department (SFWMD). Plans will be supplied to the CLIENT in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be accurate and legible. The plans and data will be reviewed with the CLIENT, prior to submitting for Construction

## **2.0 CONSTRUCTION ADMINISTRATION**

CPH proposes to provide the following services for the anticipated construction period of six (6) weeks: CPH will provide on-site inspection services totaling 120 hours of construction inspector time and 24 hours of Senior Project Manager time. These hours will be allocated at the QCDD Board of Supervisors discretion. CPH suggests the following hours allocation:

- Construction Inspector:
    - First two weeks: 40 hrs. per week
    - Last 4 weeks: 20 hrs. per week
  - Sr. Project Manager:
    - 6 Weeks: 4 hrs. per week
- CPH will attend one (1) pre-construction meeting
  - CPH will prepare and distribute to the QCDD a weekly summary report of activities, critical issues, and photo documentation of the services conducted over the previous week.
  - CPH will monitor the construction schedule and review pay applications.
  - CPH will provide general coordination and administrative services as need to support the scope herein.

Upon completion of all construction activities, CPH shall provide a final inspection, develop a contractor punch list, and review the cross sections as-built survey documents (provided by others). Upon satisfactory completion of all work, CPH shall provide a letter of substantial compliance.

## **3.0 ENVIRONMENTAL SERVICES**

### **ENV-1 Littoral Restoration Monitoring & Reporting**

CPH shall implement a littoral restoration monitoring plan. The monitoring program shall include a Baseline Event and a 10-month Event to document the existing conditions (planting survival and natural recruitment). It is recommended that monitoring last up to 36 months from the baseline monitoring event. The proposed methodology will allow a statistical comparison between planting areas and species. The results will determine the most efficient and likely to succeed littoral planting program to prevent erosion along the shorelines.

#### **Baseline Monitoring Event**

The Baseline Event shall occur one week after plant installation.

- Establish permanent photographic stations utilizing a hand-held GPS. Photos shall be taken of the planting zone to document the overall setting and condition of the littoral restoration area. CPH estimates up to 12 photo stations (1 station for every 100 linear feet of shoreline).

- Establish permanent quadrats (1m<sup>2</sup>) in the planting zones using a randomizer to select each location. The (10) quadrats are estimated for planting zone (100 linear feet of shoreline) for a total of one hundred and twenty (120) quadrats. Each quadrat shall be utilized in a plot density analysis to determine density and species diversity. Stem counts shall be utilized to record density of each species for overall percent cover and density.
- Deviations from the planting plan will be identified and noted, if required
- Overall health, vigor, plant height, recruitment, nuisance and opportunistic species will also be noted.

### **10-Month Monitoring Event**

The 10-month Monitoring Event shall occur 10 months after the Baseline Monitoring Event.

- Photos shall be taken from the permanent stations established at the Baseline Monitoring Event.
- Stem counts will be conducted at each quadrat established at the Baseline Monitoring Event.
- Overall health, vigor, plant height, recruitment, nuisance and opportunistic species and erosional issues will also be noted.

### **Monitoring Report**

CPH shall prepare a monitoring report to include the data collected from the Baseline Monitoring Event and the 10- Month Monitoring Event. The monitoring report shall include:

- A narrative of the project purpose and objectives
- Monitoring methodology
- Photographs
- Vegetative Data
- Exhibits and Figures
- Estimations of plant density of installed plants and naturally recruited plants
- Identification of problematic situations
- Comparative assessment of the different planting specifications
- Recommendations for future site selection and littoral restoration projects

### **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.
- Plant procurement and installation.

**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.

**COMPENSATION****Labor**

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the breakdown of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed if the Hourly fees listed herein are anticipated to exceed the amount listed below.

<b>Phase No.</b>	<b>Phase Description</b>	<b>Billing Method</b>	<b>Fee</b>
<b>A.</b>	<b>CONSULTANT</b>		
1.0	Schematic Civil Design	Lump Sum	\$6,150.00
2.0	Construction Administration	Hourly USL	\$20,160.00
3.0	Environmental Services	Lump Sum	\$19,850.00
<b>TOTAL</b>			<b>\$46,160.00</b>

**Reimbursable Expenses**

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to, printing and reprographics, meals, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase.

Proposal to The Quarry Community Development District

Pilot Lakes Shoreline Project  
September 2<sup>nd</sup>, 2021  
Page 5 of 5

Services not explicitly outlined within the scope identified herein are not included. Should additional services be required, 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.

**CPH, INC. AUTHORIZATION**

By:

  
Jeffrey M. Satfield, P.E.  
Sr. Vice President

Date:

9/7/2021

**5D**

09.09.21 STO

## POTENTIAL SCHEDULING OF FEMA FUNDED SHORELINE PROJECTS OVER COMING YEARS

**ASSUMPTIONS:**

1. ASSUMES THAT \$2,000,000 OF ANTICIPATED WORK CAN OCCUR IN TWO PROJECTS OVER TWO DRY WEATHER SEASONS.
2. THIS ALSO ASSUMES THE GOLF CLUB CAN SHUT DOWN FOR WORK ON THEIR LAKES IN ORDER TO BE COMPLETED IN 2 YEARS
3. PROJECT MAY NOT BE ABLE TO BE COMPLETED IN 2 YEARS AND MAY NEED 3 OR MORE YEARS
4. WORK IS WEATHER AND WATER LEVEL DEPENDENT AND ASSUMES THAT DURATION WILL OCCUR IN Q2 OF EACH YEAR

	_2021				_2022				_2023				_2024				_2025			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	3Q	Q4	Q1	Q2	3Q	Q4
OPTION 1																				
PILOT PROJECT 1A OF \$150-200K BIDS																				
BID AND AWARD																				
CONSTRUCTION																				
PROJECT 1B OF \$1MM+/-																				
BID AND AWARD																				
CONSTRUCTION																				
PROJECT 1C OF \$1MM +/-																				
BID AND AWARD																				
CONSTRUCTION																				
OPTION 2: PILOT PROJECT 1A AFTER 10 MONTHS OF MONITORING, DID NOT WORK, RETHINK APPROACH																				
NEW PILOT PROJECT 2A OF \$150-200K BIDS																				
BID AND AWARD																				
CONSTRUCTION																				
PROJECT 2B OF \$1MM+/-																				
BID AND AWARD																				
CONSTRUCTION																				
PROJECT 2C OF \$1MM +/-																				
BID AND AWARD																				
CONSTRUCTION																				
OPTION 3: ABANDON PILOT PROJECT AND BUILD ENTIRE PROJECT OVER TWO YEARS (OPTOMISTIC)																				
PROJECT 3A OF \$1MM+/-																				
BID AND AWARD																				
CONSTRUCTION																				
PROJECT 3B OF \$1MM +/-																				
BID AND AWARD																				
CONSTRUCTION																				

# **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 August 16, 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	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Wes Haber <i>(via phone)</i>	District Counsel
Albert Lopez	District Engineer
Aaron Moore	CPH
Scott Garvin	Quarry Community Association
Jeremey Jardin	Collier Environmental Services
Jose “Concho” Escobedo	Collier Environmental Services
Various residents	

*The following is a summary of the discussions and actions taken at the August 16, 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.

**SECOND ORDER OF BUSINESS                      Pledge Allegiance**

- The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS                      Approval of Agenda**

- The Chair requested item 10A The Quarry CDD/Quarry Community Association Land Swap be moved up before item seven, the engineer's report.
- Mr. Faircloth indicated a number of items had been emailed out to the Board prior to the meeting and hardcopies provided.
- Mr. Faircloth noted that Ms. Parker of the Quarry Community Association indicated prior to the meeting that the resident at 9051 Breakwater Drive had proceeded and constructed items around their home in the Districts' easement without obtaining permission. This item will be discussed under the Variance Easement Report update.

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

**FOURTH ORDER OF BUSINESS                      Public Comments on Agenda Items**

- No public comments were received on agenda items.

**FIFTH ORDER OF BUSINESS                      Public Hearing to Consider the  
Adoption of the Budget for Fiscal  
Year 2022**

**A. Public Comments**

On MOTION by Mr. Cantwell seconded by Mr. Schliep with all in favor the public hearing to adopt the Fiscal Year 2022 budget was opened. 5-0

- No public comments were received.
- Mr. Faircloth mentioned to the Board he received several inquiries about the letter which was sent out regarding the public hearing and believes all questions had been addressed.

On MOTION by Mr. Schliep seconded by Mr. Britt with all in favor the public hearing to adopt the Fiscal Year 2022 budget was closed. 5-0

#### **B. Consideration of Resolution 2021-08 Adoption of the Fiscal Year 2022 Budget**

- Discussion was had regarding the Fiscal Year 2022 budget.

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor Resolution 2021-08, the Fiscal Year 2022 budget was adopted. 5-0

### **SIXTH ORDER OF BUSINESS**

#### **Public Hearing to Consider the Levy of Operations and Maintenance Assessment for Fiscal Year 2022**

##### **A. Public Comments**

On MOTION by Mr. Schliep seconded by Mr. Britt with all in favor the public hearing to consider the levy of operations and maintenance assessment for Fiscal Year 2022 was opened. 5-0

- No public comments were received.

On MOTION by Mr. Schliep seconded by Mr. Britt with all in favor the public hearing to consider the levy of operations and maintenance assessment for Fiscal Year 2022 was closed. 5-0

## **B. Adoption of the 2021 Operations and Maintenance Assessment Methodology**

On MOTION by Mr. Schliep seconded by Mr. Flister with all in favor the 2021 Operations and Maintenance Assessment Methodology was approved as presented. 5-0

## **C. Consideration of Resolution 2021-09, Levying the Assessments**

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor Resolution 2021-09, Levying the Assessments was adopted. 5-0

## **TENTH ORDER OF BUSINESS                      Old Business Items**

### **A. The Quarry CDD/Quarry Community Association Land Swap Discussion**

- Discussion ensued regarding the Quarry CDD and Quarry Community Association land swap.

On MOTION by Mr. Cantwell seconded by Mr. Schliep with all in favor approving the swap of properties as presented and authorizing the Chairman to deal with the administrative details provided as there is nothing grossly different than what was presented to the Board was approved. 5-0

**SEVENTH ORDER OF BUSINESS                      Engineer's Report****A. Engineer's Written Report**

- Mr. Lopez presented his written report to the Board.

**B. CPH QE Phase II & III Shoreline Repairs Warranty Memo**

- Mr. Lopez mentioned this item had previously been discussed at the last meeting.

**C. CPH Seaweed Collection Ramp Design Proposal**

On MOTION by Mr. Schliep seconded by Mr. Flister with all in favor the CPH proposal in the amount of \$11,720 to design a seaweed collection ramp on Lake 30 subject to review by the District Attorney was approved. 5-0

**D. CPH Water Quality Testing Proposals****i. CPH Five Basin Proposal**

- The Board reviewed the water quality proposals presented by CPH and discussed both options.

**ii. CPH Twenty-Eight Lakes Proposal**

On MOTION by Mr. Cantwell seconded by Mr. Britt with all in favor the CPH proposal in the amount of \$29,900 to complete water quality monitoring on 28 Lakes in October 2021 and April 2022 was approved. 5-0

- The Board requested CPH work with the Quarry Golf Club, The QCA, and Heritage Bay to see if there are any efficiencies which can be achieved to minimize costs as each entity is presently completing various testing.
- Mr. Cantwell requested a combined effort be undertaken with the entities involved to see what cost sharing could be achieved.

- Mr. Faircloth indicated the proposal needed to be with the Quarry CDD and not Inframark, therefore CPH will revise the proposal.

#### **E. CPH Preserve Inspection Report**

- Discussion ensued regarding the CPH preserve inspection report.

#### **F. CPH Lake Repair Programming Report**

- An extensive discussion was had regarding the CPH lake repair programming report.
  - Mr. Faircloth indicated the importance to consider drainage when any restoration efforts are being pursued and possibly the need to develop stormwater rules for the District.
  - Mr. Omland requested CPH consider drainage modification in their designs.
  - Mr. Omland noted the drainage policies regarding privately created erosion needed to make it into the CDD101 book and then communicated to the QCA.

On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in favor the Board requested Mr. Haber approach bond counsel regarding stipulations on the use of FEMA funds for capital projects was approved. 5-0

- The Board requested CPH come back to the Board with a pilot project approach for two projects based on the estimation of \$75,000 per project.

**EIGHTH ORDER OF BUSINESS                      District Manager's Report****A. Approval of the June 21, 2021 Minutes**

- Minor changes were made to lines 56, 114, and 119. The requested changes will be part of the final record.

On MOTION by Mr. Cantwell seconded by Mr. Britt with all in favor the minutes of the June 21, 2021 meeting were approved as amended. 5-0

- The Chairman requested the draft minutes be provided to him for review.

**B. Acceptance of the Financial Report, and Approval of the Check Register and Invoices of July 2021**

- Mr. Faircloth indicated the Tax Collector pulled back funds from Fiscal Year 2020 and there is a discrepancy on the remaining funds which Inframark is attempting to resolve with the Tax Collector's office.

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

**C. Discussion of the FY2022 Meeting Schedule**

On MOTION by Mr. Cantwell seconded by Mr. Britt with all in favor the Fiscal Year 2022 meeting schedule was approved as presented. 5-0

**D. Follow-up Items****i. Status of Resident Complaints****• Lake Bank Weeds**

- The Board was provided with updates on the lake bank weeds. Mr. Faircloth noted per the contract it is the responsibility of Collier Environmental Services to treat the lake bank weeds.

**• Peter Oliver Pontoon Issues – 9383 Slate Court**

- Mr. Faircloth noted that communication was received from Mr. Oliver regarding the damage to his pontoon boat, and this information was turned over to Collier Environmental Services as it was determined this was not a CDD issue.

## **ii. Variance Easement Report Update**

### **• 9237 Gypsum Way**

On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in favor the variance easement request for 9237 Gypsum Way was approved. 5-0

- The Board discussed the issue with 9051 Breakwater Drive regarding the installation of items within the District's easement without approval. The Board requested CPH review the situation and the application information be included in the September agenda packet for further discussion.

## **iii. MRI Stormwater System Inspection Report**

- The Board revised the previously approved motion presented at the June 21, 2021 meeting with a not to exceed amount of \$40,000 to \$50,000 for MRI to clean out pipes on a priority basis, those fully clogged and those imperative to flow from preserve areas or from lake to lake as determined by the Chairman and District Manager.

On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in favor the motion previously approved at the June 21, 2021 was revised in the amount not to exceed \$40,000 to \$50,000 for MRI to clean out pipes on a priority basis was approved. 5-0

- The Board requested before and after photos be provided when the work is completed by MRI.

**E. Field Management Report**

- The Board requested the field management report be included in the September agenda package.
- Mr. Faircloth inquired about the direction of sharing the report with other entities. The Board requested the report be provided to the Board and District Engineer first and then to others as requested.

**NINTH ORDER OF BUSINESS****Attorney's Report****A. Attorney's Written Report**

- Items were discussed earlier in the meeting.

**ELEVENTH ORDER OF BUSINESS****New Business Items****A. CES Quarterly Report**

- Mr. Hardin and Mr. Escobedo answered questions from the Board regarding the performance of CES.
  - Mr. Hardin indicated the cuttings are left on the lake banks to dry for up to five days, but generally are not left over the weekend. The Board requested Mr. Faircloth reach out to Mr. Garvin of the QCA to see if there was any objection to this current practice.

**B. Consideration of the Third Amendment to the Inframark Contract**

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor the Board authorized the third amendment to the Inframark contract, and it was approved. 5-0

**C. Quartz Cove Fountain Installation Request**

On MOTION by Mr. Schliep seconded by Mr. Britt with all in favor the Quartz Cove Association fountain installation request subject to Mr. Haber's review was approved. 5-0

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

- Mr. Omland reviewed his report with the Board and updated the Board on the progress with FEMA reimbursement from Hurricane Irma related expenses.

**ii. Lake & Preserve: Mr. Flister****iii. Illinois Pondweed Lake Survey: Mr. Schliep****iv. Heritage Bay Umbrella Association Update: Mr. Cantwell****THIRTEENTH ORDER OF BUSINESS      Audience Comments**

- Members of the audience thanked the Board for their efforts to obtain FEMA funds.

**FOURTEENTH ORDER OF BUSINESS      Adjournment**

- There being no further business to come before the Board,

On MOTION by Mr. Schliep seconded by Mr. Britt with all in favor the meeting was adjourned at 3:52 p.m. 5-0

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Secretary/Assistant Secretary

---

Chairperson/Vice-Chairperson

**6B**

**The Quarry**  
Community Development District

*Financial Report*

*August 31, 2021*



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**The Quarry**  
Community Development District

**Financial Statements**

(Unaudited)

**August 31, 2021**

**Balance Sheet**  
August 31, 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	\$ 63,865	\$ -	\$ 63,865
Allow -Doubtful Accounts	(8)	(27)	(35)
Assessments Receivable	8	27	35
Investments:			
Money Market Account	346,396	-	346,396
Revenue Fund	-	379,750	379,750
<b>TOTAL ASSETS</b>	<b>\$ 410,261</b>	<b>\$ 379,750</b>	<b>\$ 790,011</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 11,135	\$ -	\$ 11,135
Accrued Expenses	5,417	-	5,417
<b>TOTAL LIABILITIES</b>	<b>16,552</b>	<b>-</b>	<b>16,552</b>
<b><u>FUND BALANCES</u></b>			
<b>Restricted for:</b>			
Debt Service	-	379,750	379,750
<b>Unassigned:</b>	393,709	-	393,709
<b>TOTAL FUND BALANCES</b>	<b>\$ 393,709</b>	<b>\$ 379,750</b>	<b>\$ 773,459</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 410,261</b>	<b>\$ 379,750</b>	<b>\$ 790,011</b>

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

For the Period Ending August 31, 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>AUG-21 ACTUAL</b>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 400	\$ 413	103.25%	\$ 49
Golf Course Revenue	18,000	18,000	100.00%	-
Interest - Tax Collector	-	251	0.00%	-
Special Assmnts- Tax Collector	579,497	579,501	100.00%	-
Special Assmnts- Delinquent	-	821	0.00%	-
Special Assmnts- Discounts	(23,180)	(21,200)	91.46%	-
Other Miscellaneous Revenues	40,000	47,715	119.29%	214
<b>TOTAL REVENUES</b>	<b>614,717</b>	<b>625,501</b>	<b>101.75%</b>	<b>263</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	12,000	7,400	61.67%	800
FICA Taxes	918	566	61.66%	61
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Engineering	45,000	27,707	61.57%	1,535
ProfServ-Legal Services	30,000	11,572	38.57%	1,545
ProfServ-Legal Litigation	25,000	4,686	18.74%	-
ProfServ-Mgmt Consulting Serv	57,000	52,250	91.67%	4,750
ProfServ-Other Legal Charges	-	55,650	0.00%	500
ProfServ-Property Appraiser	8,000	14,453	180.66%	-
ProfServ-Trustee Fees	9,000	7,189	79.88%	-
ProfServ-Consultants	20,000	10,560	52.80%	3,060
Auditing Services	4,900	4,900	100.00%	4,900
Contract-Website Hosting	1,550	362	23.35%	358
Website Compliance	1,515	1,553	102.51%	-
Postage and Freight	750	1,228	163.73%	500
Insurance - General Liability	6,655	289	4.34%	-
Printing and Binding	750	499	66.53%	188
Legal Advertising	4,000	2,159	53.98%	1,535
Miscellaneous Services	2,000	1,155	57.75%	-
Misc-Bank Charges	50	357	714.00%	38
Misc-Special Projects	20,000	19,350	96.75%	-
Misc-Assessment Collection Cost	11,590	11,182	96.48%	-
Misc-Contingency	1,000	1,591	159.10%	-

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

For the Period Ending August 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-21 ACTUAL
Office Supplies	800	315	39.38%	315
Annual District Filing Fee	175	175	100.00%	-
<b>Total Administration</b>	<b>263,253</b>	<b>237,148</b>	<b>90.08%</b>	<b>20,085</b>
<b><u>Field</u></b>				
Contracts-Preserve Maintenance	-	51,040	0.00%	-
Lake & Preserve Maintenance	140,000	96,700	69.07%	5,417
Miscellaneous Maintenance	111,464	27,080	24.29%	-
Capital Projects	50,000	-	0.00%	-
<b>Total Field</b>	<b>301,464</b>	<b>174,820</b>	<b>57.99%</b>	<b>5,417</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>411,968</b>	<b>67.02%</b>	<b>25,502</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	213,533	0.00%	(25,239)
Net change in fund balance	\$ -	\$ 213,533	0.00%	\$ (25,239)
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>180,176</b>	<b>180,176</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 180,176</b>	<b>\$ 393,709</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-21 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 25	0.00%	\$ 2
Special Assmnts- Tax Collector	-	250,997	0.00%	-
Special Assmnts- Delinquent	-	2,913	0.00%	-
Special Assmnts- Discounts	-	(3,493)	0.00%	-
<b>TOTAL REVENUES</b>	<b>-</b>	<b>250,442</b>	<b>0.00%</b>	<b>2</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	-	5,008	0.00%	-
<b>Total Administration</b>	<b>-</b>	<b>5,008</b>	<b>0.00%</b>	<b>-</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	-	987,000	0.00%	-
Interest Expense	-	126,871	0.00%	-
Cost of Issuance	-	274,006	0.00%	-
<b>Total Debt Service</b>	<b>-</b>	<b>1,387,877</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>1,392,885</b>	<b>0.00%</b>	<b>-</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	(1,142,443)	0.00%	2
<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	\$ -	\$ 379,750	0.00%	\$ 2
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>-</b>	<b>-</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ 379,750</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2021

Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Projected	TOTAL				FY2021 Total	Adopted Budget	% of Budget
													Actual Thru 8/31/2021	Projected Next 1 Mth					
Revenues																			
Interest - Investments	\$ 34	\$ 24	\$ 23	\$ 20	\$ 18	\$ 16	\$ 16	\$ 16	\$ 16	\$ 178	\$ 49	\$ 38	\$ 413	\$ 38	\$ 451	\$ 400	113%		
Golf Course Revenue	-	-	-	-	-	-	-	13,500	-	4,500	-	-	18,000	-	18,000	18,000	100%		
Interest - Tax Collector	-	-	-	207	-	-	32	-	-	12	-	-	251	-	251	-	0%		
Special Assmnts- Tax Collector	3,227	298,880	217,855	24,348	11,267	7,477	11,854	1,383	3,210	-	-	-	579,501	-	579,501	579,497	100%		
Special Assmnts- Delinquent	-	-	-	-	-	-	-	-	821	-	-	-	821	-	821	-	0%		
Special Assmnts- Discounts	(169)	(11,955)	(8,527)	(683)	(206)	(37)	68	41	269	-	-	-	(21,200)	-	(21,200)	(23,180)	91%		
Other Miscellaneous Revenues	1,000	-	1,000	-	1,000	-	-	44,500	-	-	214	-	47,715	-	47,715	40,000	119%		
Total Revenues	4,092	286,949	210,351	23,892	12,079	7,456	11,970	59,440	4,316	4,690	263	38	625,501	38	625,539	614,717	102%		
Expenditures																			
Administrative																			
P/R- Board of Supervisors	1,600	200	600	600	600	800	800	800	600	-	800	800	7,400	800	8,200	12,000	68%		
FICA Taxes	122	15	46	46	46	61	61	61	46	-	61	61	566	61	627	918	68%		
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	600	-	600	600	100%			
ProfServ-Engineering	6,204	6,601	2,158	120	801	840	2,996	2,980	1,500	1,973	1,535	-	27,707	-	27,707	45,000	62%		
ProfServ-Legal Services	-	455	840	2,086	1,370	-	1,546	522	1,979	1,230	1,545	-	11,572	-	11,572	30,000	39%		
ProfServ-Legal Litigation	-	-	3,888	156	3,891	7,063	12,391	(22,701)	-	-	-	-	4,686	-	4,686	25,000	19%		
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	52,250	4,750	57,000	57,000	100%		
ProfServ-Other Legal Charges	814	-	1,745	-	-	1,500	210	43,456	6,550	875	500	-	55,650	-	55,650	-	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	-	-	2,500	-	-	3,060	-	10,560	-	10,560	20,000	53%		
Auditing Services	-	-	-	-	-	-	-	-	-	-	4,900	-	4,900	-	4,900	4,900	100%		
Contract-Website Hosting	-	-	-	776	(776)	-	-	-	-	3	358	-	362	-	362	1,550	23%		
Website Compliance	388	-	-	(388)	776	-	388	-	-	388	-	-	1,553	-	1,553	1,515	103%		
Postage and Freight	5	7	69	305	289	7	6	6	28	6	500	-	1,228	-	1,228	750	164%		
Insurance - General Liability	289	-	-	-	-	-	-	-	-	-	-	-	289	-	289	6,655	4%		
Printing and Binding	48	14	13	109	36	22	31	-	7	30	188	-	499	-	499	750	67%		
Legal Advertising	-	-	-	-	-	350	-	-	274	-	1,535	-	2,159	-	2,159	4,000	54%		
Miscellaneous Services	-	-	-	-	-	-	-	1,155	-	-	-	-	1,155	-	1,155	2,000	58%		
Misc-Bank Charges	81	91	39	-	-	18	19	21	24	27	38	32	357	32	389	50	779%		
Misc-Special Projects	-	-	-	-	-	-	2,500	3,925	6,425	6,500	-	-	19,350	-	19,350	20,000	97%		
Misc-Assessment Collection Cost	61	5,738	4,187	473	221	149	238	28	86	-	-	-	11,182	-	11,182	11,590	96%		
Misc-Contingency	-	-	-	1,591	-	-	-	-	-	-	-	-	1,591	-	1,591	1,000	159%		
Office Supplies	-	-	-	-	-	-	-	-	-	-	315	-	315	-	315	800	39%		
Annual District Filing Fee	-	175	-	-	-	-	-	-	-	-	-	-	175	-	175	175	100%		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2021

Account Description														TOTAL			
	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Projected	Actual Thru 8/31/2021	Projected Next 1 Mth	FY2021 Total	Adopted Budget	% of Budget
<b>Total Administrative</b>																	
<b>Field</b>	30,919	23,131	18,335	10,624	17,004	15,560	25,936	37,503	22,269	15,782	20,085	6,244	237,148	6,244	243,392	263,253	92%
Contracts-Preserve Maintenance	-	-	-	-	-	-	25,958	-	25,083	-	-	25,083	51,040	25,083	76,123	-	0%
Lake & Preserve Maintenance	5,417	5,417	7,742	9,445	10,834	15,382	5,417	5,417	20,795	5,417	5,417	5,417	96,700	5,417	102,117	140,000	73%
Miscellaneous Maintenance	-	-	-	-	-	-	4,720	5,070	-	17,290	-	-	27,080	-	27,080	111,464	24%
Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
<b>Total Field</b>	5,417	5,417	7,742	9,445	10,834	15,382	36,095	10,487	45,878	22,707	5,417	30,500	174,820	30,500	205,320	301,464	68%
<b>Total Expenditures</b>																	
<b>36,336</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>47,990</b>	<b>68,147</b>	<b>38,489</b>	<b>25,502</b>	<b>36,743</b>	<b>36,743</b>	<b>411,968</b>	<b>36,743</b>	<b>448,711</b>	<b>564,717</b>	<b>79%</b>
<b>Reserves</b>																	
Reserve - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
<b>Total Reserves</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
<b>Total Expenditures &amp; Reserves</b>																	
<b>36,336</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>47,990</b>	<b>68,147</b>	<b>38,489</b>	<b>25,502</b>	<b>36,743</b>	<b>36,743</b>	<b>411,968</b>	<b>36,743</b>	<b>448,711</b>	<b>614,717</b>	<b>73%</b>
Excess (deficiency) of revenues Over (under) expenditures	(32,244)	258,401	184,274	3,823	(15,759)	(23,486)	(50,061)	11,450	(63,831)	(33,799)	(25,239)	(36,706)	213,533	(36,706)	176,827	-	0%
<b>Other Financing Sources (Uses)</b>																	
Contribution to (Use of) Fund Balance	-	-	-	-	-	-	-	-	-	-	-	(36,706)	-	(36,706)	(36,706)	-	0%
<b>Total Financing Sources (Uses)</b>	-	-	-	-	-	-	-	-	-	-	-	(36,706)	-	(36,706)	(36,706)	-	0%
Net change in fund balance	\$ (32,244)	\$ 258,401	\$ 184,274	\$ 3,823	\$ (15,759)	\$ (23,486)	\$ (50,061)	\$ 11,450	\$ (63,831)	\$ (33,799)	\$ (25,239)	\$ (36,706)	\$ 213,533	\$ (36,706)	\$ 176,827	\$ -	0%
<b>Fund Balance, Beginning (Oct 1, 2020)</b>													180,176	-	180,176	180,176	
<b>Fund Balance, Ending</b>													\$ 393,709	\$ (36,706)	\$ 357,003	\$ 180,176	

Notes to the Financial Statements  
August 31, 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

Budget target 91.67%

**Variance Analysis**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<b>Revenues</b>				
Other Miscellaneous Revenue	\$40,000	\$47,715	119%	6 variance zoning from easement payments @ \$500 each; Heritage Bay Umbrella Association \$44,500; FY 2020 IRS Refund \$215

**Expenditures**

**Administration**

ProfServ-Legal Litigation	\$25,000	\$4,686	19%	Grant, Fridkin, Pearson legal fees thru Apr 2021
ProfServ-Other Legal Charges	\$0	\$55,650	0%	Disaster Law & Consulting, legal fees thru July 2021
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

Website Compliance	\$1,515	\$1,553	103%	Innersync Studio, quarterly web/compliance services
Postage and Freight	\$750	\$1,228	164%	FedEx; IMS; Larry H. Ray, roll postage
Misc-Bank Charges	\$50	\$357	714%	Hancock Whitney account analysis fees to-date higher than anticipated
Misc-Contingency	\$1,000	\$1,591	159%	GODADDY.COM, 365 email

**Field**

Contracts-Preserve Maintenance	\$0	\$51,040	0%	Peninsula Improvement, quarterly maintenance
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**The** Quarry  
Community Development District

Supporting Schedules

August 31, 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
05/21/21	6,018	(179)	123	5,962	1,383	-	-	-	4,579
<i>Real Estate - Delinquent</i>									
06/14/21	5,250	(156)	107	5,201	1,206	-	-	-	3,995
06/17/21	8,721	(259)	178	8,640	2,004	-	-	-	6,636
<b>TOTAL</b>	<b>\$ 2,358,661</b>	<b>\$ 92,164</b>	<b>\$ 48,136</b>	<b>\$ 2,498,960</b>	<b>\$ 579,501</b>	<b>\$ 1,077,384</b>	<b>\$ 280,003</b>	<b>\$ 311,076</b>	<b>\$ 250,997</b>
<b>% COLLECTED</b>				<b>100.00%</b>	<b>100.00%</b>	<b>86.92%</b>	<b>86.92%</b>	<b>86.92%</b>	<b>0.00%</b>

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

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2020 Debt Service Fund
Assessments Levied FY 2019				\$ 2,634,211	\$ 579,501	\$ -
Allocation %				100.00%	22.00%	0.00%
<i>Tax Collector Refund due to NSF check(s)</i>						
07/06/20	(3,769)	-	-	(3,769)	(829)	-
06/14/21	4,428	(784)	90	3,734	821	2,913
<b>TOTAL</b>	<b>\$ 2,499,287</b>	<b>\$ 95,582</b>	<b>\$ 39,307</b>	<b>\$ 2,634,176</b>	<b>579,493</b>	<b>2,913</b>
% COLLECTED				100.00%	100.00%	0.00%
<b>TOTAL OUTSTANDING</b>				<b>\$ 35</b>	<b>\$ 8</b>	<b>(2,913)</b>

**Cash & Investment Report**  
**August 31, 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%	\$ 63,865
Public Funds MMA Variance Account	BankUnited	0.15%	346,396
		<b>Subtotal</b>	<u>410,261</u>
<b>DEBT SERVICE AND CAPITAL PROJECT FUNDS</b>			
Series 2020 Revenue Fund	U.S. Bank	0.01%	379,750
		<b>Total</b>	<b>\$ <u>790,011</u></b>

# The Quarry CDD

## Bank Reconciliation

Bank Account No. 3489 Hancock & Whitney Bank General Fund  
Statement No. 08-21  
Statement Date 8/31/2021

G/L Balance (LCY)	63,864.96	Statement Balance	71,749.96
G/L Balance	63,864.96	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	71,749.96
Subtotal	63,864.96	Outstanding Checks	7,885.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	63,864.96	Ending Balance	63,864.96
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
5/18/2021	Payment	8267	DEAN A. BRITT	184.70	0.00	184.70
8/24/2021	Payment	8297	TIMOTHY B. CANTWELL	184.70	0.00	184.70
8/24/2021	Payment	8298	LLOYD SCHLIEP	184.70	0.00	184.70
8/24/2021	Payment	8299	STANLEY 9. OMLAND	184.70	0.00	184.70
8/25/2021	Payment	8300	HOPPING GREEN & SAMS	1,544.50	0.00	1,544.50
8/25/2021	Payment	8301	PENINSULA IMPROVEMENT CORP.	5,417.00	0.00	5,417.00
8/27/2021	Payment	8302	DEAN A. BRITT	184.70	0.00	184.70
<b>Total Outstanding Checks.....</b>				<b>7,885.00</b>		<b>7,885.00</b>

**QCA Lawsuit  
August 31, 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
5/5/2021	GFP	114688	8263	105.00	0.3	Michael Traficante hours
Total				<u>\$ 5,074.00</u>	<u>23.2</u>	<u>Grant, Fridkin, Pearson</u>
Grand Total				<u>\$ 6,582.00</u>	<u>29.0</u>	

# THE QUARRY COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 8/1/21 to 8/31/21

(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	8294	08/06/21	Vendor	CPH	126570	QUARRY PHASE 1 THRU 7/18/21	ProfServ-Engineering	001-531013-51501	\$1,535.05
Check	8295	08/06/21	Vendor	DISASTER LAW & CONSULTING, LLC	2234210700471	JULY 2021 FEES	ProfServ-Other Legal Charges	001-531028-51401	\$500.00
Check	8296	08/06/21	Vendor	BERGER, TOOMBS, ELAM,	354527	AUDIT SVC FY 9/30/2020	Auditing Services	001-532002-51301	\$4,900.00
Check	8297	08/24/21	Employee	TIMOTHY B. CANTWELL	PAYROLL	August 24, 2021 Payroll Posting			\$184.70
Check	8298	08/24/21	Employee	LLOYD SCHLIEP	PAYROLL	August 24, 2021 Payroll Posting			\$184.70
Check	8299	08/24/21	Employee	STANLEY 9. OMLAND	PAYROLL	August 24, 2021 Payroll Posting			\$184.70
Check	8300	08/25/21	Vendor	HOPPING GREEN & SAMS	124404	MAY 2021 FEES	ProfServ-Legal Services	001-531023-51401	\$1,544.50
Check	8301	08/25/21	Vendor	PENINSULA IMPROVEMENT CORP.	INV008000	JUNE 2021 LAKE & LITTORAL MAINT	Lake & Preserve Maintenance	001-546188-53901	\$5,417.00
Check	8302	08/27/21	Employee	DEAN A. BRITT	PAYROLL	August 27, 2021 Payroll Posting			\$184.70
<b>Account Total</b>									<b>\$14,635.35</b>

**6Cii**

VARIANCE EASEMENTS

PENDING APPLICATIONS							
Surname	Applicant		Property Address	Email	Scope of Work	Application Received by Inframark	Application sent to Albert
	First Name						
Hofkes	John & Mary		9051 Breakwater Drive	<a href="mailto:lamal@charter.net">lamal@charter.net</a>	3' x 6 1/2 landing outside west lanai door at grade (2' x 6 1/2) in easement area	16-Aug-21	16-Aug-21
Martins	Richard & Elaine		9075 Graphite Circle	<a href="mailto:REJMM5@aol.com">REJMM5@aol.com</a>	install J design dock	25-Aug-21	25-Aug-21

APPROVED APPLICATIONS

Surname	Applicant		Property Address	Email	Scope of Work	Application Received by Inframark	Application sent to Albert	Confirmed receipt of application from CPH	Application Approved	Recorded
	First Name									
Turnman	Timothy & Linda		9237 Gypsum Way	<a href="mailto:ltturnman@aol.com">ltturnman@aol.com</a>	moved dock from 9172 Flint Ct	6-Jan-21	11-Jan-21	2-Jul-21	4-Feb-21	
Curry	Kevin		9176 Flint Ct	<a href="mailto:kevincurry.55@gmail.com">kevincurry.55@gmail.com</a>	Boat lift and repair	15-Oct-20	12-Nov-20	13-Nov-20	Yes	
DaBaene	Kenneth		9043 Graphite Circle	<a href="mailto:kendabaene@yahoo.com">kendabaene@yahoo.com</a>	Repair walkway	15-Oct-20	12-Nov-20	13-Nov-20	Yes	
Forster	Barbara		9286 Marblestone Dr	<a href="mailto:m@forsterusa.com">m@forsterusa.com</a>	Boat dock installation	Yes		13-Jul-20	13-Jul-20	
Gober	Douglas & Linda		9830 Slate Ct	<a href="mailto:dgobe1@comcast.net">dgobe1@comcast.net</a> <a href="mailto:lindagobermk@comcast.net">lindagobermk@comcast.net</a>	Remove and replace installation	7-Aug-20	7-Aug-20	14-Aug-20	Yes	
Kramer	Adrian L		9396 Slate Ct	<a href="mailto:akramer@hollyconst.com">akramer@hollyconst.com</a>	boat deck	11-Dec-19	11-Dec-19	10-Jan-20	Yes	
McFarlene	Tracy		9273 Quarry Drive	<a href="mailto:audiotracy@gmail.com">audiotracy@gmail.com</a>	installing floating dock 15 x 20 w/6' walkway	22-Jan-21	26-Jan-21	26-Jan-21	25-Feb-21	
Moore	Geoffrey A. (Trust)		9719 Nickel Ridge Circle	<a href="mailto:deborahbmoore@yahoo.com">deborahbmoore@yahoo.com</a>	Brick paver, walkway	22-Jan-21	26-Jan-21	26-Jan-21	19-Apr-21	22-Jul-21
Omland	Stan & Nanci		9293 Quarry Dr	<a href="mailto:somland@omland.com">somland@omland.com</a>	install paver walk through LME of existing elevations	22-Jun-20	22-Jun-20		Yes	Yes
Parker	Donald G.		8822 Spinner Cove Ln	<a href="mailto:dgparker1047@yahoo.com">dgparker1047@yahoo.com</a>	Dock Repair	10-Sep-20	8-Oct-20	12-Oct-20	Yes	
Taylor	Scott J and Rhonda M.		9332 Granite Ct	<a href="mailto:sitoneup@gmail.com">sitoneup@gmail.com</a>	paver walkway to dock with paver landing in front of deck	6-Nov-19	11-Dec-19	10-Jan-20	Yes	

**6Ciia**



September 8, 2021

Justin Faircloth  
The Quarry CDD  
c/o Inframark  
5911 Country Lakes Drive  
Fort Myers, Florida 33905

2216 Altamont Avenue  
Fort Myers, Florida 33901  
Phone: 239.332.5499  
Fax: 239.332.2955

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

RE: 9051 Breakwater Drive – Brick Paver Pathway Installation

Dear Mr. Faircloth,

At the request of the Board of Supervisors, CPH visited the above referenced location on August 20<sup>th</sup>, 2021 to observe and document the installation of a brick paver pathway encroaching into the existing QCDD drainage maintenance easement. Our findings and comments are listed below:

- Path constructed encroaches into the existing drainage maintenance easement a distance of approximately 2.5' (in width) and 6.5' (in length). However, to the best of our knowledge and based on the field observations, it seems the contractor has respected the existing drainage swale flow pattern.



- An apparently illegal pool overflow/drain connection into the existing drainage system was observed. This type of drain should be located in an area allowing the overflow to percolate into the ground.



Please note that this review did not include an evaluation of the proposed design for the constructed improvements, a check for compliance with local, State, or Federal codes and/or an evaluation of the structural elements associated with the boat dock.

Please do not hesitate to contact us if there are any questions or if additional information is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Albert Lopez'.

Albert Lopez  
Office Manager

**6Ciib**

**THE QUARRY COMMUNITY DEVELOPMENT**  
**DISTRICT APPLICATION FORM**  
**FOR VARIANCE FROM EASEMENT**

This form should be completed by homeowners who are applying to the Quarry Community Association ("HOA") to install improvements on a lot, where such installation may impact the easement rights of the Quarry Community Development District ("CDD"). Notably, the CDD is responsible for the stormwater system and conservation areas serving the community, and, accordingly, holds certain rights in, among other lands, all "Drainage Easements," "Lake Maintenance Easements," and "Conservation Easements." It is the homeowner's responsibility to carefully review all property records and ensure that the homeowner and his or her contractor do not construct improvements (e.g., fences, landscaping, sprinklers, patios, decks, air conditioners, pools, etc.) within any such easement areas. (Note that such easements are identified on the community plats, but the plats may or may not correctly identify the CDD as the responsible party. Please contact the CDD if you are in doubt about any such easements.)

While the CDD discourages such requests, the CDD may in its sole discretion elect to grant limited variances in order to allow improvements to be placed in an easement area where the improvements will not materially affect the CDD's stormwater system. To obtain such a variance, a homeowner must:

1. Complete this Application Form.
2. Provide a copy of any application materials submitted to the HOA, including but not limited to:
  - a. Site Plan,
  - b. Sketch of Work, and
  - c. Design Plans
3. Submit a check for \$500.00 to the CDD for the CDD's cost to review the application. Additional fees may be charged as well at cost, in the event that the CDD is required to spend additional monies on engineering and/or other consultants to review the application.
4. Complete and execute a Variance Agreement for Installation of Improvements within CDD Easement ("Variance Agreement").
5. Provide a Certificate of Insurance showing: 1) bodily injury and property damage liability insurance in the amount of \$1,000,000 per occurrence, 2) statutory worker's compensation insurance, 3) employer's liability insurance, and 4) automobile liability insurance in the amount of \$1,000,000 per occurrence, all of which shall be maintained in force for the duration of the work. The Certificate shall name the CDD as an additional insured.

Once the information is provided, it will be reviewed by the CDD Staff, and your property will be inspected to determine whether a variance is appropriate. Then, a final determination will be made by either CDD Staff and/or the CDD's Board of Supervisors, and a notice will be sent indicating whether your application was approved or denied.

If your application is approved, the Owner shall notify the CDD prior to commencing work and upon completing work, so that the CDD may inspect the applicable easement area. Any such inspection shall not be deemed an approval by the CDD of any work, and the CDD shall retain all rights to enforce the terms of the Variance Agreement.

Please provide the following information:

1. Property Owner Name(s):

Richard Martins, Elaine Martins  
Trustee The R and E Family Revocable Trust

2. Property Address: 9075 Graphite Circle
3. Cell Phone of Owner: 617-543-8777
4. Email Address of Owner: REJMN5@aol.com
5. Describe Scope of Work: Install H Design Dock
6. Estimated Start Date: Oct 1 2021
7. Estimated Completion Date: Oct 12 2021
8. Name and Contact Information for Contractor(s): KW Docks, LLC  
910 Nottingham Drive Naples, Florida  
34109 Kyle Wilson 239-734-0642

Acknowledged and agreed to by:

OWNER <u>Richard Martins</u>	OWNER <u>Elaine Martins</u>
SIGNATURE <u>[Signature]</u>	SIGNATURE <u>[Signature]</u>
DATE	DATE

PLEASE RETURN THIS COMPLETED FORM TO:

Quarry Community Development District  
 c/o District Manager  
 Inframark Management Services  
 210 N University Drive, Suite 702  
 Coral Springs, FL 33071

PLEASE NOTE THAT ANY INSPECTION DONE BY THE CDD IS FOR CDD PURPOSES ONLY AND MAY NOT BE RELIED UPON BY THE HOMEOWNER FOR ANY PURPOSE.

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager, Bob Koncar by e-mail at [bob.koncar@inframark.com](mailto:bob.koncar@inframark.com) or by phone at 904-626-0593

After recording, please return to:

Quarry Community Development District  
 Inframark Management Services  
 210 N University Drive, Suite 702  
 Coral Springs, FL 33071

**VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS  
 WITHIN CDD EASEMENT**

This *Variance Agreement* for Installation of Improvements within CDD Easement ("**Agreement**") is entered into as of this 13 day of JULY, 2021, by and among Richard Martins and Elaine Martins (together, "**Owner**") and the Quarry Community Development District ("**CDD**"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

**WITNESSETH:**

**WHEREAS**, Owner is the owner of Lot 45, Block N/A, as per the plat ("**Plat**") of Quarry Phase 3 recorded in Plat Book 51, Pages 27 et seq., of the Public Records of Collier County, Florida ("**Property**"); and

**WHEREAS**, Owner desires to erect certain improvements described as H Design Floating Dock ("**Improvements**") within a CDD Lake Maintenance easement ("**Easement**") located 9075 Graphite Circle ("**License Area**"), as shown on the Plat; 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 Surface Water Management System, including 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 & 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 use only licensed and insured contractors to install the Improvements. Further, 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. For example, if the Improvements include a fence, such fence shall be installed within the Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe or utilities that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such stormwater 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 any such Improvements, and agrees to maintain the Improvements in good 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.
- h. The Owner shall notify the CDD prior to commencing work and upon completing work, so that the CDD may inspect the License Area. Any such inspection shall not be deemed an approval by the CDD of any work, and the CDD shall retain all rights to enforce the terms of this Agreement.

4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easement described above 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 return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless Collier County, the South Florida Water Management District, and 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.

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. **Default.** A default by either party under this Agreement – including but not limited to Owner's failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

9. **Attorney's Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

10. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO VARIANCE AGREEMENT  
FOR INSTALLATION OF IMPROVEMENTS WITHIN CDD EASEMENT]

Witnesses:

By:

Briana Gregory  
Print Name

Owner:

Richard Martins  
Elaine Martins  
Print Name

By:

AIDA HADDAD  
Print Name

STATE OF <sup>Massachusetts</sup> ~~FLORIDA~~ )  
COUNTY OF Middlesex )

The foregoing instrument was acknowledged before me this 13 day of JULY, 2021, by \_\_\_\_\_ He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

Stephanie Stevens  
NOTARY PUBLIC



STEPHANIE STEVENS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires 5/04/2027

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

[signatures continue on following page]

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

Witnesses:

By:

Diana Gregoire

Print Name

By:

AIDA HADDAD

Print Name

Owner:

Richard Martins

Elaine Martins

Print Name

STATE OF MASSACHUSETTS

COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 13 day of July, 2024, by MAOL as identification. He [ ] is personally known to me or [ ] produced

NOTARY PUBLIC



STEPHANIE D. DAVIS  
Notary  
Commonwealth of Massachusetts  
My Commission Expires Sept 5, 2025

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

[signatures continue on following page]

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** Risk Strategies Company  
9911 Corkscrew Road, Ste. 201  
Estero, FL 33928

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** 239 949-1888 **FAX (A/C, No):** 954-963-9776  
**E-MAIL ADDRESS:** aiucerts@risk-strategies.com

**INSURED**  
KW Dredging, LLC  
910 Nottingham Drive  
Naples FL 34109

**INSURER(S) AFFORDING COVERAGE** **NAIC #**  
**INSURER A:** RLI Insurance Company 13056  
**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**COVERAGES****CERTIFICATE NUMBER:** 61630953**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		<input checked="" type="checkbox"/>	MRP0200280	2/2/2021	2/2/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 OTHER: \$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY						
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>						
	EXCESS LIAB						
	DED RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Hull Liability			MRP0200280	2/2/2021	2/2/2022	\$60,000
A	Scheduled Equipment			MRP0200280	2/2/2021	2/2/2022	2018 #AB501126A218

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Quarry CDD  
C/O Inframark  
210 N University Dr, Ste 702  
Coral Springs FL 33071

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
GIGA Solutions, Inc.  
101 Plaza Real South  
Ste 201  
Boca Raton FL 33432

**CONTACT**

NAME:

PHONE

(A/C, No, Ext): 888-581-0807

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : EVEREST NATL INS CO

10120

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

**INSURED**  
KW Dredging LLC  
910 Nottingham Drive  
Naples FL 34109

**COVERAGES**

CERTIFICATE NUMBER: 1694434034

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$
	OTHER:					PRODUCTS - COMP/OP AGG \$
						\$
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		9700000220-201	8/11/2020	8/11/2021	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A				X PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below.					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

USLH Included

**CERTIFICATE HOLDER****CANCELLATION**

Quarry CDD  
C/O Inframark  
210 N. University Dr  
Suite 702  
Coral Springs FL 33071

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Carla Burch*

AGENCY CUSTOMER ID: KWDRE

LOC #:



# **ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Risk Strategies Company		NAMED INSURED KW Dredging, LLC 910 Nottingham Drive Naples FL 34109
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Quarry CDD C/O Inframark

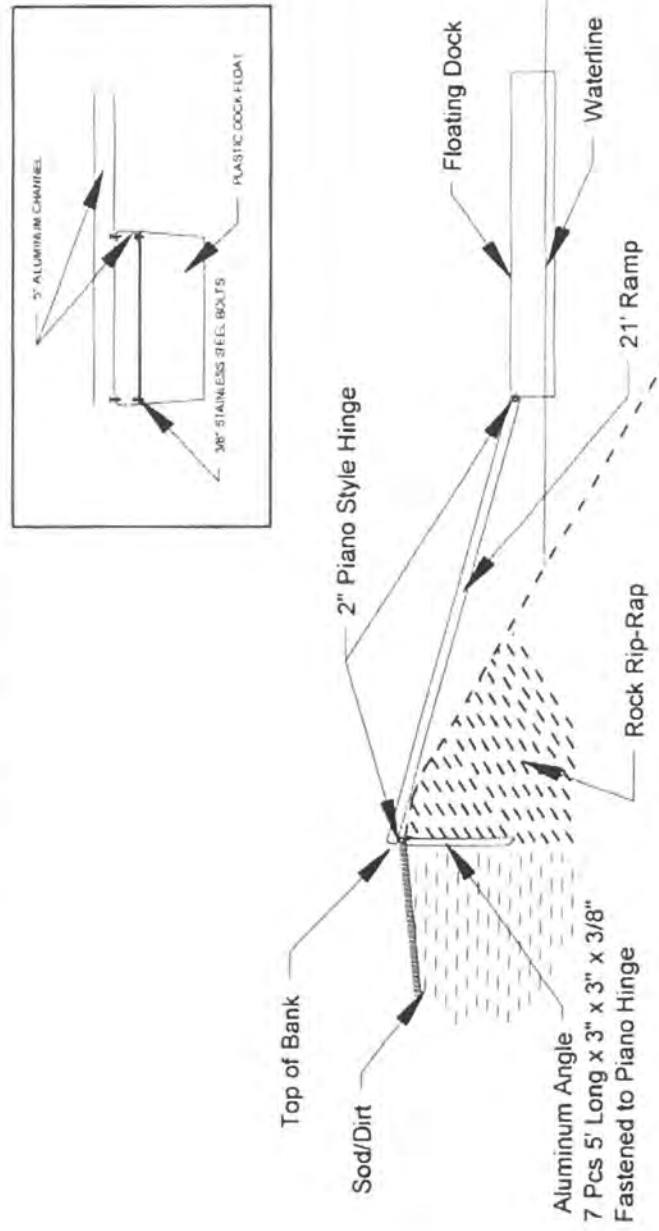
ADDRESS: 210 N University Dr, Ste 702 Coral Springs FL 33071

General Liability: Certificate Holder is included as Additional Insured if required by written contract. Waiver of Subrogation applies if required by written contract. Pollution is Included.

Richard Martins  
9075 Graphite Circle  
KW Docks 6-30-21

9075 Graphite Circle

## ANCHOR & FRAMING DETAIL





9075 Graphite  
circle

# KW Docks, LLC

---

## FLOATING DOCK MATERIAL LIST

- ALL ALUMINUM FRAMEWORK (TYPICAL 4" & 5" CHANNEL)
- 2" ALUMINUM "PIANO STYLE" HINGES W/ 1 ½" GALVANIZED STEEL PIPE
- "PERMAFLOAT" BLACK POLYETHYLENE FOAM-FILLED DOCK FLOATS
- "ADVANTAGE" REINFORCED PLASTIC DECKING & FASCIA
- ALL FASTENERS TO BE STAINLESS STEEL

\* 910 Nottingham Drive \* Naples, Florida 34109  
Phone 239.734.0642 \* Email: [kylewilson319@gmail.com](mailto:kylewilson319@gmail.com)



2004, Collier County Property Appraiser. While the Collier County Property Appraiser is committed to providing the most accurate and up-to-date information, no warranties expressed or implied are provided for the data herein, its use, or its interpretation.



**6D**

# The Quarry CDD

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## 3<sup>rd</sup> Quarter 2021 – Field Management Report

Inspection Dates: 6/2/21, 6/19/21, 6/24/21 & 7/14/21



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

Inspected by: Justin Faircloth

## 1. Lake Management

Overall the lakes were healthy with minimal algae and invasive issues. Greater attention needs to be given to weed management along the banks. The summer provides an increase in plant growth and this should be considered in the management planning. Hydrilla only appeared to be a significant problem in one lake, but a targeted approach should be developed to seek to eradicate it if at all possible. Additional lake maintenance information is found below; all lake issues are low density unless otherwise noted.

- a. **Algae on Lakes:** 33, 34, & 36. Medium density on lake 33 (shown) which was reported to the vendor.



### b. Littorals:

- i. Healthy littorals were observed on the northwestern banks of lake 38. There is a large section of littoral shelf just below the high-water mark that has minimal littoral growth. The Board may wish to consider efforts to have additional littorals established in this area to minimize lake bank erosion.



- ii. Lake 61 has several patches of spikerush and yellow canna on the north bank that should be encouraged to grow on the other bare areas to help stabilize the lake bank. Stabilization of the bank is important due to the significant water fluctuation throughout the year.



- iii. Lake 63 has some good pockets of *Thalia* that are growing well along the lake banks. If these littorals are developing well on the banks then additional littorals are likely to grow if a planting program was established.



- iv. Lake 63A has one pocket of littorals at the north end of the lake, the rest of the lake is bare. Additional littorals are recommended to be planted.



- v. Lake 63B is a lake that could benefit from a littoral planting as most of the lake banks are bare.



c. Weeds:

- i. **Alligator Weed in Lakes:** No issues observed.
- ii. **Bitter Melon/Balsam Apple:** No issues observed.
- iii. **Brazilian Pepper:** 37 (a few trees in the southwest corner noted along the bank that should be removed to prevent further seed source within the District).



- iv. **Cattails in Lakes:** No issues observed.
- v. **Climbing Hemp Vine in Lakes:** 30 (near the #18 green) & 38 (north bank). Lake 38 shown.



- vi. **Dollar Weed in Lakes:** No issues observed.
- vii. **Hydrilla in Lakes:** 36 & 38. High density in lake 38. A treatment plan should be developed to rid this lake of this invasive plant.



viii. **Illinois Pondweed in Lakes:** 30, 33, 34, & 63B. No large sections were seen as topping out.

ix. **Palms on Lake Banks:** 30(south bank behind the Coastline Ct. homes adjacent to the tee boxes for #18 hole), 38(southeast bank), & 40(north bank). The Board may wish to have young palms sprayed out while developing before they become a future maintenance obligation.



- x. **Red Ludwigia in Lakes:** No issues observed.
- xi. **Sedges in Lakes:** No issues observed.
- xii. **Spatterdock/Lily Pads in Lakes:** 31. The Board may wish to have it sprayed out.



- xiii. **Torpedo Grass in Lakes:** 30, 36, 38, & Control Structure W1L30. High density on lake 36 and Control Structure W1L30, treatment is needed. Lakes 30, 36, & 38 shown.



- xiv. **Various Lake Bank Weeds:** 30, 32, 33, 34, 35, 36, 37, 38, 62, 63B, & control structure W1W4;. High density on lakes 30 (east of Weathered Stone Dr./Quarry Dr. intersection), 22, 34, 35, & control structure W1W4; treatment is needed. Lakes 30, 32, 34, 35, & 37 pictured.



xv. Various Submerged weeds in Lakes: No issues observed.

xvi. Trash in Lakes: 30, 31, 38, 50, & 63B. Pictures shown of lake 38.





d. Bulkheads: No issues observed.

e. Clippings in Lakes: No issues observed.

## 2. Lake Bank Erosion

a. Lake 30

i. Erosion was noted east of the gatehouse on Quarry Dr.



ii. It is recommended that all drainage pipes be buried and ran into the lake below the low-water mark to avoid additional erosion to the lake banks. A drain pipe was observed exposed on the lake bank behind 8723 Coastline Ct. across from the Golf Clubhouse.



iii. Erosion is beginning to develop on the southeast portion of lake 30 adjacent to the tee boxes for hole #18. Installation of curbing may be considered or the addition of a drain at the cart path low point to minimize lake bank erosion in the area. It appears that golf course plugs have previously been added on the west side of the cart path for the same issue.



- iv. There are three areas on the west bank of lake 30 that are being eroded along the #18 hole that line up with fairway drains. If there is not a maintenance plan to manage drains and ensure they are clear before and after heavy rains events one should be encouraged to be implemented to help minimize such erosion. If a drain maintenance program is in place, consideration of larger drains or those with larger openings may need to be considered. Taking action now, may prevent costly repairs from developing over time.



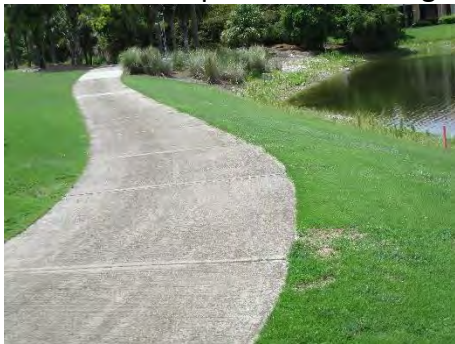


b. Lake 32

- i. Step erosion is occurring on the north bank. This area may be a good location to test littoral plantings, although the bank is very rocky and littorals may not survive. Drainage from the adjacent structures should also be addressed which is likely contributing/causing the erosion.



- ii. Erosion on the southwest bank has been previously pointed out by the Golf Course. The Board may wish to consider having curbing added to the cart path and a drain installed at the low point that discharges directly into the lake below the low-water mark.

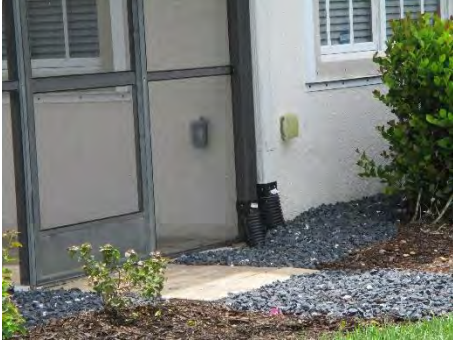


- c. Lake 35 – Step erosion is occurring on the south bank that will need to be addressed in the future. Drainage from the adjacent structures should be reviewed to see if they are contributing to the erosion.



d. Lake 36

- i. A bubbler from 9170 Shale Ct. and corresponding pipe drain has been installed within the lake maintenance easement. The Board may wish to add piping directly into the lake below the low-water mark. If the drainage is allowed to remain as it is, significant erosion is likely to develop in the future.



- ii. Step erosion was observed on the northwest bank of lake 36 that should be monitored.



- iii. The Board may wish to consider having a drain added to the cart path at the low point adjacent to 9184 Quartz Ln. as erosion is beginning to develop and it appears it is developing from the cart path runoff.



- e. Lake 37 – Irrigation has been placed on the north bank below the high-water mark and should likely be relocated to avoid erosion of the bank. Additionally, there is a large hole in the west bank of the lake that should be filled before a larger issue develops.



- f. Lake 38

- i. Minimal erosion of the north and to a greater degree on northwestern bank. Erosion of the northern bank should be monitored. Drainage from the homes on the northwestern section should be reviewed.



- ii. Erosion is developing between the homes of 9115 & 9119 Crystal Ct. The Board may wish to consider having drainage added in the area to minimize further erosion from developing.



- iii. Erosion is beginning to form between the homes of 9127 & 9131 Crystal Ct. A bubbler was found covered by grass that should be edged regularly to prevent grass overgrowth. The Board may wish to consider having piping added to this bubbler and piped directly into the lake below the low-water level to minimize erosion to the bank.



- iv. Documentation from CPH shows that there is supposed to be 20' lake maintenance easement around lake 38, however, it appears that there is not 20' behind 9131 Crystal Ct. It is unclear if this home obtained some variance to be closer to the lake or if there has been significant loss of lake bank behind the home as there is not 20' between the home and the high-water mark.



- v. Step erosion is occurring between 9135 & 9136 Crystal Ct. on the west bank of lake 38. Drainage of the adjacent structures should be likely be reviewed to minimize further erosion to the bank.



- vi. Step erosion is occurring between the homes of 9132 & 9136 Crystal Ct. on the west bank of lake 38. Irrigation lines are exposed, and irrigation heads are below the high-water mark and should likely be relocated. If left in their present location further erosion of the bank is highly likely.



- vii. Step erosion is occurring on the entire south bank of lake 38 and increases in severity as you approach the southeast corner. Pool discharge issues are contributing to this erosion, but drainage of the adjacent structures should be likely be reviewed as well. At least one homeowner has had drainage installed to the lake bank, but it appears to be single wall pipe that has a high chance it will fail and clog over time and it was terminated right at the high-water mark and should have been installed, fully buried, past the low-water mark. Irrigation heads have also been installed below the high-water mark and should likely be repositioned to minimize further erosion.





- viii. The pool overflow for 9167 Shale Ct. has been rerouted to discharge directly into the lake and as a result minimal erosion is occurring on the south bank of lake 38, but more importantly due to the discharge directly occurring on the lake bank littorals in this area will be impacted and likely prohibited from developing. The pool overflow should be corrected and installed per County requirements. Additional comments noted under the Illicit Discharge section of the report.



- ix. The grass behind 9171 Slate Ct. is being impacted by the pool overflow drain and erosion is occurring behind the home on the southern bank of lake 38. It is recommended that the pipe extension be removed and the grass be addressed to minimize further erosion of the bank. Additional comments noted under the Illicit Discharge section of the report.



- g. Lake 41 – Step erosion is occurring on the north bank of the lake and should likely be addressed in the near future.



- h. Lake 42 – Significant erosion areas are occurring on the west bank and between the structures on the east bank. The areas should be addressed in the near future to prevent them from becoming more severe. Additionally, drainage from the adjacent structures should be reviewed to help minimize future erosion of the eastern lake bank.



- i. Lake 44
  - i. There is a washout on the western bank adjacent to Quarry Dr. that should be addressed.



- ii. A washout is occurring on the eastern bank between the tee boxes of the #13 hole and the heavy downpours appear to be overflowing attempts to control the water flow. A flume may be considered in this area or a drain to be installed on the cart path with piping into the lake below the low-water mark.



- iii. Erosion is occurring on the southern bank of the lake adjacent to the cart path. The Board may wish to consider having curbing installed on the cart path and a drain/multiple drains/flume installed to channel the water and help prevent further erosion of the bank.



- j. Lake 45 – erosion is occurring on the northeastern bank. Drainage from the adjacent structures should be reviewed and piping installed to direct the water into the lake below the low-water mark.



- k. Lake 47 – In addition to the erosion previously noted and discussed on the north and western bank of lake 47 along hole #14 there is a minor erosion issue developing south of the #14 green to the east of the cart path. The Board may wish to investigate having curbing and a drain installed to prevent further erosion of the bank.



- l. Lake 50 – Erosion is developing on the northeast and northwest banks that should be monitored and addressed in the near future. It appears that land loss may have occurred based off of the current position of an irrigation head on the northeast end of the lake.



- m. Lake 58 – A large washout has developed between 9230 & 9236 Gypsum Way. The lake bank should be repaired quickly before the issues gets more severe. Drainage from the adjacent structures should likely be piped directly into the lake below the low-water mark to prevent further erosion.



- n. Lake 61 – There is a large washout between the homes of 9020 & 9024 Graphite Circle. It is recommended that the downspouts of these homes be connected to drainage that is ran directly into the lake below the low water mark to eliminate the erosion issue.



### 3. Lake Bank Plantings

No issues observed.

### 4. Preserve Management

- a. **Conservation Area #1:** Brazilian pepper was observed on the berm boundary of conservation #1 adjacent to lake 2 of Heritage Bay.



**b. Conservation Area #2:** Vegetation should be kept off of the fence to prevent damage.



**c. Conservation Area #3:**

- i. Caesar's weed was observed on the northwestern boundary along the berm that should be treated.



- ii. Air potato was observed in the top of a large firebush plant that is exceeding the western boundary along the berm that should be treated.



- iii. A castor bean plant was found behind 9528/9532 Ironstone Terrace among other Caesar's weed plants that should be treated.



- iv. An earleaf acacia tree was found south of 9532 Ironstone Terrace on the western boundary that should be treated.



## 5. Storm Drainage System

a. **Boundary Berms:** No issues observed.

b. **Control Structures:**

- i. **W1W4:** The control structure was not flowing. The weeds and smaller palms overtaking the structure should be sprayed out. Edging should be performed around the catch basins to prevent grass overgrowth.



- ii. **W1L30:** The control structure was not flowing. The torpedo grass and all weeds should be sprayed out. There was at least one section of concrete dislodged that should likely be repaired.



- iii. **L32L30:** The control structure was not flowing. Board may wish to install rip rap around the wing walls of the structure to minimize debris entering the structure.



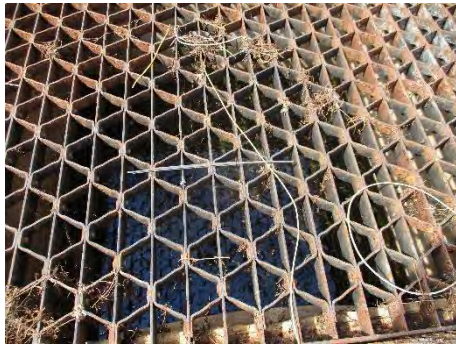
- iv. **L30COCO2 & L30COCO3:** Control Structure L30COCO3 was not flowing, but the weed growth was noted and reported to the lake vendor for Heritage Bay CDD. Control Structure L30COCO2 was not flowing,



- v. **L56L30:** The control structure was not flowing.



- vi. **L62L30:** The control structure was not flowing.

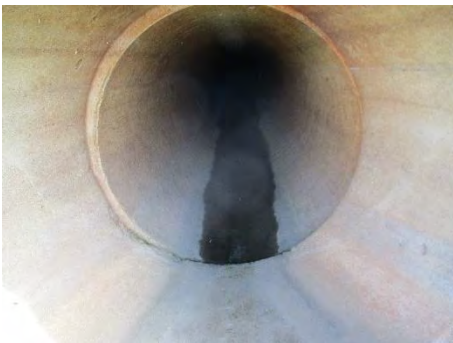


- vii. **L63L30-1 & L63L30-2:** Control Structures L63L30-1 & L63L30-2 were not flowing.



- c. **Drains:** No issues observed.

- d. **Roadway Catch Basins:** No issues observed on the structures inspected.



e. **Catch Basins:** No issues observed.

f. **Interconnects/Drain Pipes:**

- i. **30/63:** The lake 30 side of the interconnect is about 95% clogged and almost not visible. MRI marked this structure out on their inspection report, however, CPH has this lake listed as having two 36" pipes in addition to the two control structures. The line should be cleaned out for proper flow to be established.



- ii. **35/36:** The lake 35 side of the interconnect is covered by a piece of plywood that is blocking proper flow of the structure. The lake 36 side of the interconnect has debris in it that should be cleared to restore proper flow.



- iii. **38:** The roadway drain discharge pipe appears not to be level presently. It is possible the pipe was set initially at an angle. The pipe should be monitored to see if further movement is visible.



iv. 62

1. The lake 62 side of the interconnect with lake 63A has debris in it that should likely be cleared so proper flow is restored.



2. A piece of wood was found in a junction box behind 9070 Limestone Ln. that should be removed to prevent a possible blockage.



g. Illicit Discharges:

- i. **9392 Copper Rock Ct.:** A pool was observed being built behind the home. Sand had pushed the silt fence down slightly in one section, but it did not appear that any sand was escaping the silt fencing area. No further action was taken.



- ii. **9024 Graphite Cir.:** The pool drain overflow on this home has been extended with a rubber gasket and additional piping. The drain should be adjusted to meet County requirements before damage to the lake bank occurs.



- iii. **9028 Graphite Cir.:** The pool drain overflow on this home has been extended and it appears it may be discharging high levels of chlorine in the lake as the lake bank is being impacted. As this home is a bit further from the lake bank it is not clear if this would be a violation of County requirements.



- iv. **9167 Shale Ct.:** The pool overflow on this home has been rerouted to directly discharge into the lake. This is likely not appropriate for County requirements and should be corrected. Additional comments noted under the Lake Bank Erosion section of the report.



- v. **9171 Shale Ct.:** The pool drain overflow on this home has been extended with a rubber gasket and additional piping that may not be appropriate for County requirements. The overflow is likely sending high amounts of chlorine into the lake when it occurs due to its proximity to the high-water mark. Additional comments noted under the Lake Bank Erosion section of the report.



- vi. **9298 Quarry Dr.:** It appears a pool overflow drain has been rerouted from the home to the northwestern swale catch basin which flows directly to lakes 57 & 58. The discharge into the catch basin should be removed.



h. **Lake Drainage Pipes:** See comments under the lake bank erosion section of the report.

## 6. Parcels Owned

No issues observed.

## 7. Fish/Wildlife Observations:

☒ Bass

☒ Bream

☐ Catfish

☐ Gambusia

- |   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> Egrets             | <input checked="" type="checkbox"/> Herons             | <input type="checkbox"/> Coots                 | <input checked="" type="checkbox"/> Gallinules |
| <input type="checkbox"/> Anhinga            | <input type="checkbox"/> Cormorant                     | <input type="checkbox"/> Osprey                | <input type="checkbox"/> Ibis                  |
| <input type="checkbox"/> Wood stork         | <input type="checkbox"/> Otter                         | <input checked="" type="checkbox"/> Alligators | <input type="checkbox"/> Snakes                |
| <input checked="" type="checkbox"/> Turtles | <input checked="" type="checkbox"/> Other: <u>Deer</u> |  |  |



## 8. Residential Complaints/Concerns:

- a. Lake bank weeds – reported to CES.
- b. Preserve Clippings left behind Marble Stone Dr. on the eastern berm of conservation area #3 – Informed QCA that this was an association issue and not work that was performed by CES.



- c. Drainage concern between 9301 & 9297 Quarry Dr. – investigated during a rain event and found the system to be flowing as intended.



## 9. Non-CDD Issues:

- a. Irrigation box covers should be replaced when work is not actively being performed to avoid safety issues from developing.



- b. After a heavy afternoon rain, water could be heard flowing next to the restrooms along conservation area #2, but no drain was visible. The drain was uncovered and the water was able to drain more quickly in the area.



- c. A Brazilian pepper tree was observed south of control structure W1L30 located along the northern boundary of the District east of hole #10. The tree should be removed to prevent further seed source from spreading and growing within the District.



- d. A Brazilian pepper tree was observed coming out of the lift station area west of lake 50. The tree should be removed to prevent further seed source from spreading and growing within the District.



- e. Brazilian pepper trees were noted west of the white Heritage Bay/Quarry CDD boundary marker installed by CPH on the south bank of lake 30 adjacent to the Quarry Dr. entrance. The trees should be removed to prevent further seed source from spreading and growing within the District.



- f. Various Brazilian pepper trees were noted on the northeast bridge quadrant at the intersection of Weathered Stone Dr./Quarry Dr. The tree should be removed to prevent further seed source from spreading and growing within the District.



- g. A Brazilian pepper tree was noted on the southeast bridge quadrant north of 8802 Spinner Cover Ln. The tree should be removed to prevent further seed source from spreading and growing within the District.



- h. A Brazilian pepper tree was observed in the hedge north east of the cart path adjacent to the #18 tee. The tree should be removed to prevent further seed source from spreading and growing within the District.



- i. There is a Brazilian pepper tree east of the cart path as you are approaching the #17 tee boxes and an ear leaf acacia tree south of 9193 Quartz Ln. just north of the cart path in the landscaping that should be removed to prevent further seed source within the District.



- j. There is a large earleaf acacia tree that should likely be removed that is on golf course property on the north bank of lake 35 as it is listed as a category 1 invasive. Additionally, there are smaller Brazilian pepper trees on the northwest bank of this lake that should also be removed to prevent further seed source within the District.



- k. A Brazilian pepper tree was observed south of lake 47 on the approach to the #15 green. The tree should be removed to prevent further seed source from spreading and growing within the District.



- I. There is a large washout between the homes of 9154 & 9150 Limestone Ln. This area should be repaired promptly before it gets more severe. Drainage off of the adjacent structures should likely be piped directly into the lake below the high-water mark to prevent further erosion.



## **Seventh Order of Business**

**7A**

THE QUARRY COMMUNITY DEVELOPMENT  
DISTRICT DISTRICT COUNSEL REPORT  
September 20, 2021 MEETING

1. Confer with Faircloth and Omland regarding completion of CDD 101 Notebook. The goal is to have a draft of the notebook for the October meeting.
2. Confer with Omland regarding use of FEMA funds. Bond counsel, who needs to provide an opinion approving any project to be constructed with FEMA funds, preliminarily approved the project identified by the District Engineer and indicated that the funds should be spent in two to three years. I have followed up with bond counsel to explain why five years may be a more realistic timeframe and am waiting on a response on whether the timeframe can be extended. Hope to have a response by the September 20 meeting.
3. Worked with counsel for the QCA regarding conveyance documents for the land swap; prepared a resolution approving same.
4. Conferred with Faircloth regarding agreement with Glase Golf, Inc. for pilot project and prepared agreements.

**From:** Wes Haber <WesH@hgslaw.com>  
**Sent:** Friday, August 27, 2021 8:52 AM  
**To:** Stanley Omland <somland@quarrycdd.org>  
**Cc:** Faircloth, Justin <justin.faircloth@inframark.com>  
**Subject:** RE: Quarry CDD - FEMA Reimbursement

You're welcome.

Just noticed that I forgot to copy Justin, so I've looped him in. Justin – see below regarding fund to deposit FEMA funds.

Wesley Haber

.....  
**Hopping Green & Sams, P.A.**

119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

850.425.2345 | [hgslaw.com](http://hgslaw.com) | [Attorney Bio](#)

**From:** Stanley Omland <[somland@quarrycdd.org](mailto:somland@quarrycdd.org)>  
**Sent:** Friday, August 27, 2021 8:41 AM  
**To:** Wes Haber <[WesH@hgslaw.com](mailto:WesH@hgslaw.com)>  
**Subject:** Re: Quarry CDD - FEMA Reimbursement

**Notice: External**

Thanks Wes.

Stan Omland  
973-699-7600

On Aug 27, 2021, at 8:39 AM, Wes Haber <[WesH@hgslaw.com](mailto:WesH@hgslaw.com)> wrote:

Good morning Stan. That's great news. I have been out of the office, but heard from Misty earlier this week (her e-mail is attached). The substance of her e-mail is that the project should be fine as long as "all of the expenditures are capital (none are for ongoing maintenance) and it's all District property (i.e., none of the Quarry Golf Club lakes)." With respect to timing she noted that "Tax Counsel's preference would be that they could spend them in 2 years or less, but could get comfortable with up to 3 if there's a good reason that it's going to take that long."

With respect to the imminent receipt of the funds, the existing indenture provides that the funds should be deposited into the "Restricted Subaccount of the 2020 Acquisition and Construction Account." The funds can remain there for up to six months to give the District the opportunity to approve a project to be paid for from the funds and obtain a formal opinion from bond counsel. If the District does not do this within the six month period, the funds will automatically be used to redeem bonds. (See Section 404(b) on the attached document for details on the deposit and use of the funds.)

I've copied Justin on this e-mail so his office will make sure that the funds are deposited in the Restricted Subaccount of the 2020 Acquisition and Construction Account.

Please let me know if you have any questions or would like to discuss in more detail.

Thanks.

Wesley Haber

.....  
**Hopping Green & Sams, P.A.**

119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

850.425.2345 | [hgslaw.com](http://hgslaw.com) | [Attorney Bio](#)

**From:** Stanley Omland <[somland@quarrycdd.org](mailto:somland@quarrycdd.org)>

**Sent:** Friday, August 27, 2021 7:50 AM

**To:** Wes Haber <[WesH@hgslaw.com](mailto:WesH@hgslaw.com)>

**Subject:** Re: Quarry CDD - FEMA Reimbursement

**Notice: External**

Good morning Wes. FEMA \$3.7mm should be received imminently, with the balance in the next month or so.

Can we push Misty for her response?

Stan Omland  
973-699-7600

On Aug 23, 2021, at 12:42 PM, Wes Haber <[WesH@hgslaw.com](mailto:WesH@hgslaw.com)> wrote:

Hi Stan. Below is my e-mail to bond counsel. I will let you know as soon as I receive an answer. Thanks.

Wesley Haber

.....  
**Hopping Green & Sams, P.A.**

119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

850.425.2345 | [hgslaw.com](http://hgslaw.com) | [Attorney Bio](#)

**From:** Wes Haber

**Sent:** Friday, August 20, 2021 10:37 AM

**To:** Misty W. Taylor ([mtaylor@bmolaw.com](mailto:mtaylor@bmolaw.com)) <[mtaylor@bmolaw.com](mailto:mtaylor@bmolaw.com)>

**Subject:** Quarry CDD - FEMA Reimbursement

Hi Misty,

Hope you're doing well. You may recall when we worked on the 2020 refunding for the Quarry CDD, the indenture included language related to the potential for the District receiving funds from FEMA. I've attached some of the relevant provisions to this e-mail. The District has recently been informed that

FEMA funds have been “committed,” which, as I understand it, means there is a very high likelihood that they will be paid to the District.

The attached indenture provisions provide for two options for FEMA funds: 1) redeem outstanding bonds; or 2) use them for a new project. Before the funds can be used for a new project, the District must obtain an opinion of Bond Counsel that the implementation of the project “will not adversely affect the tax-exempt status of the 2020 Bonds . . . .”

The Board is still evaluating what it would like to do with any FEMA funds and has asked me whether the project described in the attached report from the District Engineer would qualify to be paid for from the FEMA funds. To the extent the project does qualify, the Board is also interested in knowing what the restrictions are in how quickly the money needs to be spent. Specifically, because of the rise and fall of water in the ponds, there is a concern that the entire project would not be able to be completed all at once. Therefore the Board would like to know if the project can be completed over a period of years and, if so, how many years. To the extent there are other restrictions on the manner in which the District can use the funds for the project, the Board would be interested in knowing those as well.

Please let me know if you have any questions regarding the foregoing or the attached. It is my understanding that the District may receive the FEMA funds as soon next week, and the Board is hoping to be able to make a decision on how the funds are used at its September meeting.

Thanks!

Wesley Haber

.....  
**Hopping Green & Sams, P.A.**

119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

850.425.2345 | [hgslaw.com](http://hgslaw.com) | [Attorney Bio](#)

**7B**

# **RESOLUTION 2021-10**

## **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT APPROVING A LAND SWAP WITH THE QUARRY COMMUNITY ASSOCIATION; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, REVISE, AND EXECUTE TO EFFECTUATE SUCH LAND SWAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Quarry Community Development District (the “**District**”) is a local unit of special-purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), for the purpose of, among other things, financing and managing the acquisition, construction, reconstruction, maintenance and operation of certain infrastructure improvements within and without the boundaries of the district; and

**WHEREAS**, the District has the authority pursuant to Section 190.012, Florida Statutes, to acquire real property and improvements for, among other things, the purposes of operation and maintaining systems, facilities and basic infrastructures within the District; and

**WHEREAS**, the District has the authority pursuant to Section 190.011(7)(a), Florida Statutes, to acquire and/or dispose of any real property and dedications or platted reservations for purposes authorized by the Act, including the authorizing provided in Section 190.012, Florida Statutes; and

**WHEREAS**, Quarry Community Association, a Florida corporation not-for-profit (“**Association**”), desires to construct certain recreation facilities on the District-owned property more particularly described on **Exhibit A** attached hereto (the “**District Property**”); and

**WHEREAS**, to facilitate the construction of the Association’s recreation facilities, the Association has requested that the District swap the District Property for the Association-owned property more particularly described on **Exhibit B** (the “**Association Property**”); and

**WHEREAS**, in addition to other benefits, the District accepting the Association Property will enhance the District’s ability to fulfil its obligation to maintain the stormwater management facilities throughout the community and, as a result, is willing to swap the District Property for the Association Property (the “**Land Swap**”); and

**WHEREAS**, attached hereto as **Composite Exhibit C** are forms of a *Land Swap Agreement* and *Lake Maintenance and Surface Water Drainage Easement Agreement* (collectively the “**Conveyance Documents**”), which the District desires to approve in substantial form and authorize District staff and the Chairman to review, revise, and execute, together with other documents necessary to effectuate the Land Swap.

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

**1. Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Resolution.

**2. Approval of the Conveyance Documents.** The Conveyance Documents are hereby approved in substantial form and authority is given to District staff and the Chairman to review, revise, and execute the Conveyance Documents.

**3. Authorization of District Representatives.** In addition to the approvals set forth in paragraph two, the Chairman, the Vice Chairman, the Secretary and any Assistant Secretaries (together with Chairman, Vice Chairman and Secretary, the “**District Officers**”) and the District Manager, District Counsel and the District Engineer (collectively with District Officers, the “**District Representatives**”) are hereby authorized and directed to take all actions necessary or desirable in connection with the Land Swap, and all transactions in connection therewith. The District Representatives are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

**4. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue to be in full force and effect.

**5. Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 20th day of September 2021.

ATTEST:

**QUARRY COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

<b>Exhibit A</b>	Description of District Property
<b>Exhibit B</b>	Description of Association Property
<b>Composite Exhibit C</b>	Conveyance Documents

**EXHIBIT A**  
**DISTRICT PROPERTY**

**EXHIBIT B**  
**ASSOCIATION PROPERTY**

**EXHIBIT C**  
**CONVEYNACE DOCUMENTS**

## **LAND SWAP AGREEMENT**

This Land Swap Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2021 (the “Effective Date”), by and between:

**QUARRY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “District”), whose mailing address is 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (the District”); and

**QUARRY COMMUNITY ASSOCIATION**, a Florida corporation not for profit (the “Association”), whose mailing address is 8975 Kayak Drive, Naples, Florida 34120.

### **RECITALS:**

**WHEREAS**, the District is the owner of that certain parcel of real property located in Collier County, Florida, more particularly described in Exhibit “A” attached hereto (the “District Property”);

**WHEREAS**, the Association is the owner of those certain parcels of real property located in Collier County, Florida, more particularly described in Exhibit “B” attached hereto (the “Association Property”);

**WHEREAS**, the Association owns a parcel of real property adjacent to the District Property upon which there exist certain recreational amenities and improvements for use by members of the community;

**WHEREAS**, the Association intends to expand the existing recreational facilities and construct additional improvements for the community; however, in order to facilitate such expansion and construction of additional improvements in accordance with the Association’s plans, a portion of the additional improvements will need to be constructed upon the District Property;

**WHEREAS**, the Association desires to swap the Association Property for the District Property, and the Association has agreed to incur all costs in connection with the swap of the District Property and Association Property;

**WHEREAS**, the District has agreed to swap the District Property for the Association Property, subject to the terms and conditions of this Agreement; and

**WHEREAS**, the District and the Association agree that this Agreement shall be binding upon their respective heirs, executors, receivers, trustees, successors and assigns.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars from the District to the Association and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, and for Ten and

no/100ths (\$10.00) Dollars from the Association to the District and other good and valuable

consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

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

**Section 2. EXCHANGE OF PROPERTY.**

(a) The District shall convey good and marketable title of the District Property to the Association, and the Association shall convey good and marketable title of the Association Property to the District. The Association shall coordinate with the District's attorney the process for the exchange of deeds. The Association shall provide the District with a title insurance commitment acceptable to the District's attorney at least ten (10) days prior to Closing showing that title to the Association Property is in the name of the Association and that the Association's title to the Association's Property is good and marketable, free of all liens and encumbrances.

(b) The Closing of this transaction shall occur on or before thirty (30) days following the Effective Date.

(c) At Closing, the District shall deliver to the Association an executed Special Warranty Deed in recordable form for the District Property, and the Association shall deliver to the District an executed Special Warranty Deed for the Association Property in recordable form, together with the following: (i) a marked-up and signed title insurance commitment consistent with (a) above; (ii) an affidavit executed by the property owner attesting to the absence of any liens, parties-in-possession, or other claims; (iii) a FIRPTA affidavit; (iv) a certificate of good standing and resolution authorizing the conveyance contemplated herein; (v) a closing statement; and (vi) such other documents as may be customarily executed by the parties in a real estate transaction in the State of Florida.

(d) The District and the Association each acknowledge that it is acquiring the District Property or the Association Property, as applicable, in its "AS IS, WHERE IS" condition, without representation or warranty on the part of the other party.

(e) For purposes of the exchange to be effected under this Agreement, the parties agree that the Association Property is equal to or greater than the value of the District Property.

(f) By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

**Section 3. COSTS OF EXCHANGE OF THE ASSOCIATION PROPERTY AND THE DISTRICT PROPERTY.** Any and all costs associated with the exchange of the Association Property and the District Property, including, but not limited to, the District's and Association's reasonable attorney's fees and engineering fees, any documentary stamp taxes due on the exchange, District's title insurance premium, and recording fees, will be paid by the

**Section 4. TAXES.** All ad valorem taxes for the Association Property and District Property, if any, for the year of Closing shall be paid by the Association. Such taxes shall be paid by the Association to the Collier County Tax Collector in the manner provided by law.

**Section 5. SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Association and the District, and their respective heirs, executors, receivers, trustees, successors and assigns.

**Section 6. CONSTRUCTION OF TERMS.** Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

**Section 7. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the District and the Association, and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

**Section 8. CAPTIONS.** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

**Section 9. SEVERABILITY.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**Section 10. EXECUTION OF DOCUMENTS.** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

**Section 11. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**Section 12. AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**Section 13. INCORPORATION OF EXHIBITS.** All exhibits attached to this Agreement are incorporated herein by reference.

**Section 14. AMENDMENTS AND WAIVERS.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by the District or the Association to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach

or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

**Section 15. APPLICABLE LAW; VENUE.** This Agreement is made and shall be construed under the laws of the State of Florida, without regard to principles of conflicts of law, and venue for purposes of any litigation arising out of this Agreement shall be Collier County, Florida.

**Section 16. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**Section 17. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**Section 18. FURTHER ASSURANCES.** At any and all times, the Association and the District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District or the Association, for the better assuring, conveying, granting, assigning and confirming, as applicable, of any and all rights or interest in the District Property and the Association Property.

*[signatures on following page]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date stated above.

Attest:

**QUARRY COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2021

Witnesses:

**QUARRY COMMUNITY  
ASSOCIATION, INC.,**  
a Florida not for profit corporation

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 2021

**Exhibit “A”**

Legal Description

District Property to be conveyed to Association

**Exhibit “B”**

Legal Description  
Association Property to be conveyed to District

Prepared by and return to:

Molly A. Maggiano, Esq.  
Goede Adamczyk DeBoest & Cross, PLLC  
6609 Willow Park Drive, Second Floor  
Naples, Florida 34109

## **LAKE MAINTENANCE AND SURFACE WATER DRAINAGE EASEMENT AGREEMENT**

THIS AGREEMENT is made effective the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the QUARRY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, herein referred to as the "Association", and the QUARRY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, herein referred to as the "District".

### **WITNESSETH:**

WHEREAS, Association is the owner of that certain parcel of real property, including all improvements and facilities situated thereon, located Collier County, Florida, more particularly described in Exhibit "A" attached hereto (the "Association Property");

WHEREAS, the District is the owner of those certain parcels of real property located in Collier County, Florida, more particularly described in Exhibits "B" and "C" attached hereto (collectively, the "District Property");

WHEREAS, the real property, and improvements located thereon, comprising the District Property is part of the surface water management system for the community, for which the District is responsible for the operation, maintenance and repair, including compliance with applicable permits issued by the South Florida Water Management District;

WHEREAS, the Association requires an easement from the District for purposes of the drainage of surface water from the Association Property over, across and through that portion of the District Property described in Exhibit "C", and the District is willing to grant the Association an easement to facilitate such drainage in accordance with the terms hereof; and

WHEREAS, the District requires an easement over the Association Property for purposes of maintaining that portion of the District Property described in Exhibit "B", and the Association is willing to grant the District an easement for such purposes in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and in the further consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, each to the other in hand paid, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby confirmed by the parties to this Agreement.

2. Grant of Easement to the Association. The District hereby grants to Association, its successors and assigns, a perpetual non-exclusive easement on, over and across that portion of the District Property described on Exhibit "C" for drainage purposes (the " Drainage Easement"). The District hereby reserves the non-exclusive use and enjoyment of the Drainage Easement area, and all ownership rights therein. The Association acknowledges and agrees that Association's use of the Drainage Easement shall

at all times be in accordance with applicable permits issued by the South Florida Water Management District and any other rules, regulations, ordinances or orders of any governmental agency having jurisdiction over the District Property and/or the surface water management system.

3. Grant of Easement to the District. The Association grants to the District, and its successors and assigns, a non-exclusive easement on, over and across that portion of the Association property as described in Exhibit "A-1" for purposes of ingress and egress in connection with the District's operation, maintenance and repair of the District Property (the "Lake Maintenance Easement"). The Association hereby reserves the non-exclusive use and enjoyment of the Lake Maintenance Easement area, and all rights therein, for all purposes not inconsistent with the Lake Maintenance Easement. The District shall keep the Association Property free from liens arising in any manner out of the activities of the District and shall promptly discharge and liens that are asserted, and shall indemnify and defend the Association from any loss, claim or liability to the Association arising in any manner out of the District's use of the Lake Maintenance Easement. The District assumes all risk arising out of its use of the Lake Maintenance Easement and the Association shall have no liability to the District or others for any condition existing thereon. In the event of any damage to the Association Property sustained as a result of the District's use of the Lake Maintenance Easement, the District shall promptly repair any such damage and restore the affected portion of the Association Property to the condition the property existed prior to such damage.

4. Sovereign Immunity. Nothing contained herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability granted pursuant to Section 768.28, Florida Statutes, or other law, 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.

5. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Easement Agreement and the parties agree that venue shall lie in Collier County, Florida. In the case

IN WITNESS HEREOF, the parties have executed this Lake Maintenance and Surface Water Drainage Easement Agreement on the date first written above.

*[signatures on following pages]*

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

THE ASSOCIATION:

**THE QUARRY COMMUNITY  
ASSOCIATION**

a Florida Not For Profit Corporation

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

Name: \_\_\_\_\_

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

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

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Cheryl Ollila, as President of the Quarry Community Association, a Florida Not For Profit Corporation, on behalf of the Association. She is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

DISTRICT:

**QUARRY COMMUNITY DEVELOPMENT  
DISTRICT**

a Florida Community Development District

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

Name: \_\_\_\_\_

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

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

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Stanley T. Omland, as Chairman of the Quarry Community Development District, a Florida community development district, on behalf of the district. He is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires: \_\_\_\_\_

# **Tenth Order of Business**

**10Ai**

# **THE QUARRY COMMUNITY DEVELOPMENT DISTRICT CHAIRMAN'S ACTIVITY REPORT SINCE LAST MEETING FOR SEPTEMBER 20, 2021 MEETING**

1. **FEMA and now FDEM Update:**
  - a. Ongoing email communications with FEMA and Tony Ettore, Esq. our specialized attorney.
  - b. "Large Project Notification", was the last FEMA review before obligation of funds, and is now complete. FEMA eligible funds have been obligated and transferred to Florida Department of Emergency Management (FDEM)
  - c. Our project costs, eligible for reimbursement is \$4,828,473.57. FEMA reimburses 90%, FDEM reimburses 5%, which totals 95% reimbursement. This means that we should/will receive payments totaling \$4,587,049.89. Given FDEM's review, we should receive this amount +/- in three or four payments in the coming months, with the first payment within 4 weeks totaling \$1,733,050.58. The second payment will be in the amount of \$1,803,125.45 and the last payment(s) should complete the reimbursement. While these payments are very specific, there may be some adjustments from these values as FDEM continues their review, but not significant.
  - d. We need to decide on what to do with these funds, i.e. use 2 million for shoreline projects outlined in CPH's May programming report and 2.5 million to repay the bond or some other combination.
  - e. We also have limited time to use these reimbursement funds due to our refinanced bond covenants. We await Wes' update on timing.
  - f. This will necessitate discussion at our September meeting as to timing and size of projects as well as impediments to overcome.
2. **Resident issues:**
  - a. None relayed to Chair this month
3. **Review and process invoices through AVID**
4. **Discussions with ALopez of CPH re: proposals for shoreline projects**
5. **Discussions with JFaircloth of Inframark re agenda items.**
6. **Ongoing discussions with QCA on swap of land necessary to implement their Beach Club Master Plan.**

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

**09.10.21**