

**THE QUARRY
COMMUNITY DEVELOPMENT DISTRICT**

**REGULAR MEETING
OCTOBER 18, 2021**

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The Quarry Community Development District

Inframark, Infrastructure Management Services

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

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

October 11, 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 October 18, 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. New Business Items

A. Quarry Golf Club Request for Lake Ownership Transfer

B. Resolution 2022-01, Approving Request for Proposal Documents for the District's Shoreline Repair Project

6. Engineer's Report

A. Engineer's Written Report

B. FY2022 Shoreline Project Phase I & II Plans & Proposed RFP

7. District Manager's Report

A. Approval of the September 20, 2021 Minutes

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

C. Acceptance of the FY2021 Audit Engagement Letter

D. Motion to Assign Fund Balance as of September 30, 2021

E. Follow-up Items

i. Status of Resident Complaints

ii. Variance Easement Report Update

a. 9051 Breakwater Drive

The Quarry CDD
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b. 9179 Flint Court

8. Attorney's Report

A. Attorney's Written Report

9. Old 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

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: Jeffrey Satfield Wes Haber Albert Lopez

Fifth Order of Business

5A



October 7, 2021

Justin Faircloth, District Manager
Inframark Management Services
210 North University Drive, Suite 702
Coral Springs, FL 33071

RE: Quarry Golf Club Request for Quarry CDD (QCDD) Consideration

Dear Mr. Faircloth,

As you know, Quarry lakes #57 (hole 8-9), #59 (hole 7), and #64 (holes 4-6) were not conveyed to the QCDD at the time of turnover or prior to turnover by the developer and are currently owned by the Quarry Golf Club, Inc. These lakes (shown in Exhibits A and B) are an integral part of the stormwater management system here at The Quarry and are interconnected to the QCDD-owned lakes on the northeast part of the Quarry Community. These lakes are 3 of the first lakes to receive watershed into the Quarry's stormwater management system from the northern conservation areas owned by the QCDD and two of the three lakes are adjacent to residential properties owned by Quarry homeowners.

The Quarry Golf Club Board of Directors met on Tuesday, October 5, 2021 and authorized me to explore the possibility of conveying to the QCDD and/or entering into a lake maintenance agreement with the QCDD to include these 3 lakes in the QCDD lake shore restoration plan and future lake maintenance program to ensure consistent repairs and maintenance of these lakes now and into the future. This seems to make the most sense for the long-term benefit of both the Club and the Community. The Club understands that the current assessment methodology would need to be revisited and there will clearly be additional cost to the Club.

The Quarry Golf Club would appreciate the QCDD's consideration of its request and will be available at the October QCDD Board Meeting to answer any questions you or the Board of Supervisors may have. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bob Radunz", is placed below the word "Sincerely,".

Bob Radunz, General Manager/COO
Quarry Golf Club, Inc.

Cc: Stan Omland, Chairman

EXHIBIT A – the yellow shaded areas identify QCDD-owned conservation areas

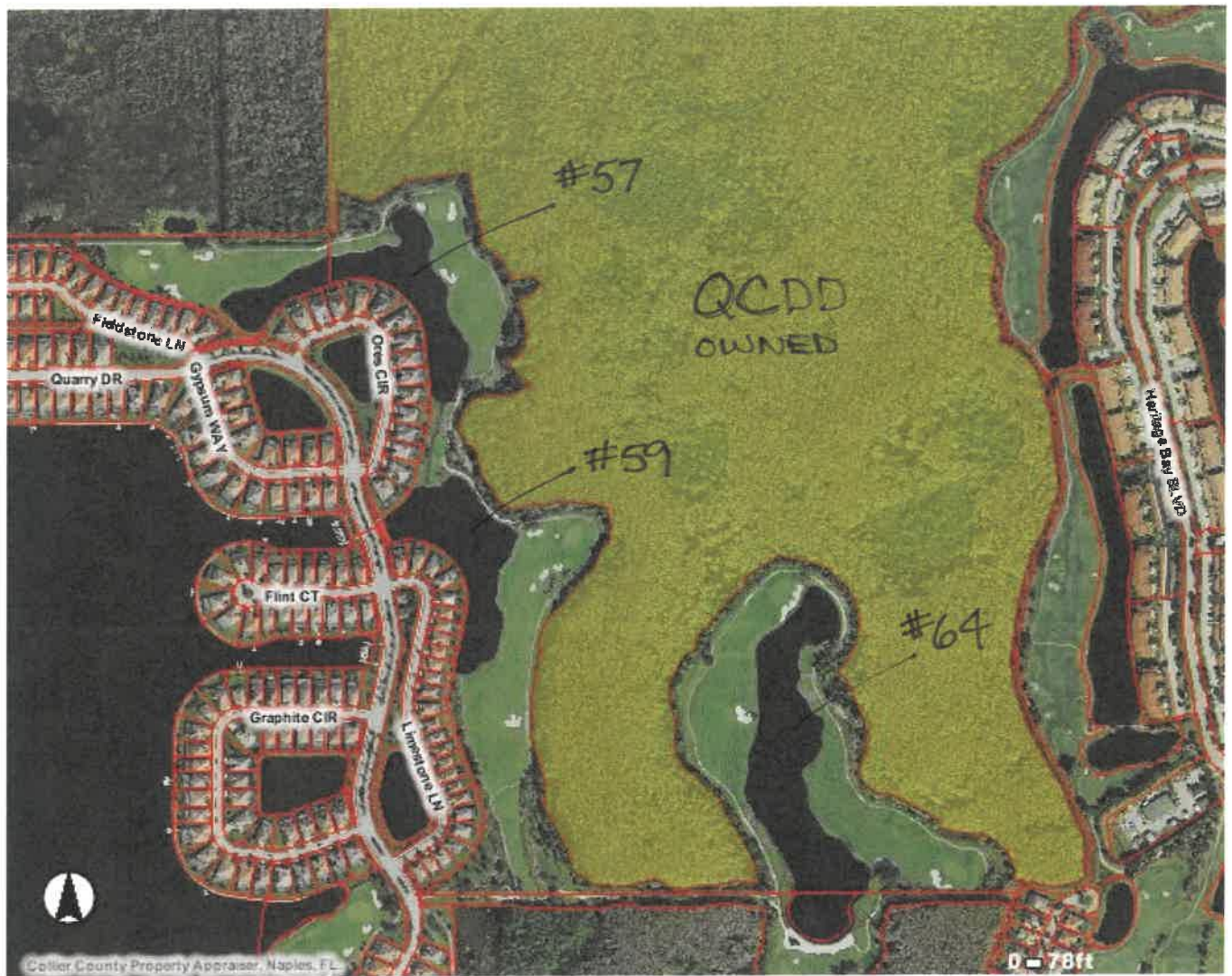


EXHIBIT B – the yellow shaded areas identify QCDD-owned conservation areas



5B

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR THE DISTRICT'S SHORELINE REPAIR PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Quarry Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the "Act"); and

WHEREAS, the Act authorizes the District to construct, operate, and maintain stormwater management improvements and associated neighborhood improvements; and

WHEREAS, it is in the District's best interests to competitively solicit proposals through a Request for Proposals ("RFP") process for its shoreline repair project (the "Project"); and

WHEREAS, the Board desires to approve in substantial form the RFP Package attached hereto as **Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare a final RFP project manual for the Project, and other documents that are in the best interests of the District;

WHEREAS, the Board further desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves in substantial form the documents attached hereto as **Exhibit A**, and subject to further review and revision by District staff as finally approved by the Chairman or Vice Chairman.

SECTION 3. The Board hereby authorizes the Chairman, in consultation with District staff, to 1) effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare the RFP, including, but not limited to, the

various proposal and contract documents specifically referenced in **Exhibit A**; and 2) approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP. Consistent with such approvals, the Chairman, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to affect the procurement contemplated by the RFP, and all acts and things that may be desirable or consistent with the RFP's requirements or intent. The Chairman and Secretary are hereby further authorized to execute any and all documents necessary to affect the RFP. The Vice Chairman shall be authorized to undertake any action herein authorized to be taken by the Chairman, in the absence or unavailability of the Chairman, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of October, 2021.

ATTEST:

**THE QUARRY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman/Vice Chairman

Exhibit A: RFP Package

Exhibit A

Sixth Order of Business

6A

Engineer's Report
under separate cover

Seventh Order of Business

7A

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

The regular meeting of the Board of Supervisors of the Quarry Community Development District was held Monday September 20, 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
Billie Joe Parker	Quarry Community Association
Various residents	

The following is a summary of the discussions and actions taken at the September 20, 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**

- Mr. Faircloth noted he emailed two items to the Board that should be added to the agenda; The CPH report of 9075 Graphite Circle was added under the discussion of the variance easement requests item and the Egis insurance renewal was added under the Manager's report.
- Mr. Omland requested items 5B, C, D be combined as one item 5B and entitled FEMA Update Shoreline Project Discussion.

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

- Mr. Lopez presented his report to the Board.

B. FEMA Update/Shoreline Project Discussion

- Mr. Omland stated the District received approximately \$3,350,000 in FEMA reimbursements with additional funds anticipated, to total approximately \$4,500,000.
- Discussion ensued regarding the previously proposed pilot project.

On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in favor to abandon the proposed pilot project as discussed at the August 16, 2021 meeting was approved. 5-0

- The Board discussed uses of the FEMA funding.

On MOTION by Mr. Schliep seconded by Mr. Cantwell with all in favor to allocate \$2,000,000 of the FEMA reimbursement funds towards capital shoreline restoration efforts was approved. 5-0

- The Board discussed development of a Fiscal Year 2022 shoreline restoration project.

On MOTION by Mr. Schliep seconded by Mr. Flister with all in favor for CPH to develop a plan and bid specifications for the fiscal year 2022 shoreline project in the amount not to exceed \$20,000 was approved. 5-0

- Mr. Britt volunteered to work with the Golf Course and CPH on the proposed plan, and the Board agreed.
- The plan will be to submit the draft plans in advance of the October meeting with anticipation that an RFP will be advertised after any potential changes from the October meeting are incorporated.

Mr. Schliep MOVED seconded by Mr. Cantwell to approve a project in the amount of not to exceed \$200,000 to repair Lake 47 Hole#14.

On VOICE Vote with Mr. Schliep, Mr. Cantwell, Mr. Omland and Mr. Flister voting Aye and Mr. Britt voting Nay the project in the amount of not to exceed \$200,000 to repair Lake 47 Hole #14 was approved. 4-1

- The prior motion was revised to allow the Chair to provide approval of any proposal received which would be subject to staff signing off on the proposed proposal.

On MOTION by Mr. Schliep seconded by Mr. Flister with all in favor for Inframark to provide project management and contract oversight for the fiscal year 2022 shoreline project was approved. 5-0

- It was requested by the Board for Mr. Faircloth to look into potential grants for the removal of willows from the District's conservation areas.

SIXTH ORDER OF BUSINESS

District Manager's Report

A. Approval of the August 16, 2021 Minutes

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

On MOTION by Mr. Cantwell seconded by Mr. Flister with all in favor the minutes of the August 16, 2021 meeting were approved as presented. 5-0

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

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

C. Follow-up Items

- Status of Resident Complaints**
- Variance Easement Report Update**
 - **9051 Breakwater Drive**

- The Board requested the Quarry Community Association obtain the \$500 fee from the homeowners of 9051 Breakwater Drive in anticipation that the Board may approve the variance request once the fee is received.

- **9075 Graphite Circle**

On MOTION by Mr. Cantwell seconded by Mr. Schliep with all in favor the variance easement request for 9075 Graphite Circle was approved. 5-0
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- The Board discussed naming the upcoming lake stabilization project.

D. Field Management Report

- The Board reviewed the field management report which was included in the agenda package.
- The Board requested the report be sent out to the Quarry Community Association and the Quarry Golf Club and a tracking mechanism be developed to track issues.
- Mr. Faircloth presented the Egis fiscal year 2022 insurance renewal proposal for review. At the request of the Board, Mr. Faircloth was asked to proceed with the renewal of the insurance with Egis.

SEVENTH ORDER OF BUSINESS Attorney's Report

A. Attorney's Written Report

- Mr. Haber presented his report to the Board.
- Comments were received on the uses of the FEMA funding and the timeframe the District has before decisions are made.

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

On MOTION by Mr. Cantwell seconded by Mr. Schliep with all in favor resolution 2021-10 approving a land swap with the Quarry Community Association notating that changes are anticipated to the supporting agreements which will be worked out by staff with final approval by the Chair was adopted. 5-0

EIGHTH ORDER OF BUSINESS Old Business Items

- There being none, the next agenda item followed.

NINTH ORDER OF BUSINESS New Business Items

There being none, the next agenda item followed.

TENTH ORDER OF BUSINESS Supervisor Request/Report

A. Reports

i. Chairman's Report: Mr. Omland

- Mr. Omland discussed the possibility and limitations of adding ways for residents to attend the meetings remotely. The Board was not in favor of adding this option under present circumstances.

ii. Lake & Preserve: Mr. Flister

- No report was presented.

iii. Illinois Pondweed Lake Survey: Mr. Schliep

- No report was presented.

iv. Heritage Bay Umbrella Association Update: Mr. Cantwell

- No report was presented.

ELEVENTH ORDER OF BUSINESS Audience Comments

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

TWELFTH ORDER OF BUSINESS Adjournment

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

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On MOTION by Mr. Schliep seconded by Mr. Britt with
all in favor the meeting was adjourned at 4:02 p.m. 5-0

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

7B

**The Quarry
Community Development District**

Financial Report

September 30, 2021



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**The Quarry
Community Development District**

Financial Statements

(Unaudited)

September 30, 2021

Balance Sheet
September 30, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	204 - SERIES 2020 DEBT SERVICE FUND	304 -SERIES 2020 CAPITAL PROJECTS FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 213,396	\$ -	\$ -	\$ 213,396
Allow -Doubtful Accounts	(8)	(27)	-	(35)
Assessments Receivable	8	27	-	35
Due From Other Funds	-	-	3,536,176	3,536,176
Investments:				
Money Market Account	3,696,610	-	-	3,696,610
Revenue Fund	-	379,752	-	379,752
Prepaid Items	6,216	-	-	6,216
TOTAL ASSETS	\$ 3,916,222	\$ 379,752	\$ 3,536,176	\$ 7,832,150
<u>LIABILITIES</u>				
Accounts Payable	\$ 4,030	\$ -	\$ -	\$ 4,030
Accrued Expenses	5,417	-	-	5,417
Due To Other Funds	3,536,176	-	-	3,536,176
TOTAL LIABILITIES	3,545,623	-	-	3,545,623
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	6,216	-	-	6,216
Restricted for:				
Debt Service	-	379,752	-	379,752
Capital Projects	-	-	3,536,176	3,536,176
Assigned to:				
Operating Reserves	121,179	-	-	121,179
Reserves - Other	50,000	-	-	50,000
Unassigned:	193,204	-	-	193,204
TOTAL FUND BALANCES	\$ 370,599	\$ 379,752	\$ 3,536,176	\$ 4,286,527
TOTAL LIABILITIES & FUND BALANCES	\$ 3,916,222	\$ 379,752	\$ 3,536,176	\$ 7,832,150

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-21 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 400	\$ 563	140.75%	\$ 153
Hurricane Irma FEMA Refund	-	3,536,176	0.00%	3,536,176
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	48,215	120.54%	500
TOTAL REVENUES	614,717	4,162,327	677.11%	3,536,829

EXPENDITURES**Administration**

P/R-Board of Supervisors	12,000	8,200	68.33%	800
FICA Taxes	918	627	68.30%	61
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Engineering	45,000	30,859	68.58%	3,153
ProfServ-Legal Services	30,000	13,835	46.12%	2,263
ProfServ-Legal Litigation	25,000	4,686	18.74%	-
ProfServ-Mgmt Consulting	57,000	57,000	100.00%	4,750
ProfServ-Other Legal Charges	-	61,525	0.00%	5,875
ProfServ-Property Appraiser	8,000	14,453	180.66%	-
ProfServ-Trustee Fees	9,000	7,189	79.88%	-
ProfServ-Consultants	20,000	11,810	59.05%	1,250
Auditing Services	4,900	4,900	100.00%	-
Contract-Website Hosting	1,550	362	23.35%	-
Website Compliance	1,515	1,553	102.51%	-
Postage and Freight	750	1,232	164.27%	4
Insurance - General Liability	6,655	289	4.34%	-
Printing and Binding	750	601	80.13%	102
Legal Advertising	4,000	2,159	53.98%	-
Miscellaneous Services	2,000	1,155	57.75%	-
Misc-Bank Charges	50	443	886.00%	87
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%	-
Office Supplies	800	315	39.38%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	263,253	255,491	97.05%	18,345

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-21 ACTUAL
<u>Field</u>				
Contracts-Preserve Maintenance	-	51,040	0.00%	-
Lake & Preserve Maintenance	140,000	102,117	72.94%	5,417
Miscellaneous Maintenance	111,464	27,080	24.29%	-
Capital Projects	50,000	-	0.00%	-
Total Field	<u>301,464</u>	<u>180,237</u>	<u>59.79%</u>	<u>5,417</u>
<u>Reserves</u>				
Reserve - Other	50,000	-	0.00%	-
Total Reserves	<u>50,000</u>	<u>-</u>	<u>0.00%</u>	<u>-</u>
TOTAL EXPENDITURES & RESERVES	614,717	435,728	70.88%	23,762
Excess (deficiency) of revenues				
Over (under) expenditures	-	3,726,599	0.00%	3,513,067
Net change in fund balance	\$ -	\$ 3,726,599	0.00%	\$ 3,513,067
FUND BALANCE, BEGINNING (OCT 1, 2020)	180,176	180,176		
FUND BALANCE, ENDING	<u>\$ 180,176</u>	<u>\$ 3,906,775</u>		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-21 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 27	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%	-
TOTAL REVENUES	-	250,444	0.00%	2
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	-	5,008	0.00%	-
Total Administration	-	5,008	0.00%	-
Debt Service				
Principal Debt Retirement	-	987,000	0.00%	-
Interest Expense	-	126,871	0.00%	-
Cost of Issuance	-	274,006	0.00%	-
Total Debt Service	-	1,387,877	0.00%	-
TOTAL EXPENDITURES	-	1,392,885	0.00%	-
Excess (deficiency) of revenues				
Over (under) expenditures	-	(1,142,441)	0.00%	2
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	1,244,820	0.00%	-
Proceeds of Refunding Bonds	-	277,373	0.00%	-
TOTAL FINANCING SOURCES (USES)	-	1,522,193	0.00%	-
Net change in fund balance	\$ -	\$ 379,752	0.00%	\$ 2
FUND BALANCE, BEGINNING (OCT 1, 2020)	-	-		
FUND BALANCE, ENDING	\$ -	\$ 379,752		

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

													TOTAL			
Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	Actual Thru 9/30/2021	FY2021 Total	Adopted Budget	% of Budget
Revenues																
Interest - Investments	\$ 34	\$ 24	\$ 23	\$ 20	\$ 18	\$ 16	\$ 16	\$ 16	\$ 16	\$ 178	\$ 49	\$ 153	\$ 563	\$ 563	\$ 400	141%
Hurricane Irma FEMA Refund	-	-	-	-	-	-	-	-	-	-	-	3,536,176	3,536,176	3,536,176	-	0%
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	500	48,215	48,215	40,000	121%
Total Revenues	4,092	286,949	210,351	23,892	12,079	7,456	11,970	59,440	4,316	4,690	263	3,536,829	4,162,327	4,162,327	614,717	677%
Expenditures																
Administrative																
P/R-Board of Supervisors	1,600	200	600	600	600	800	800	800	600	-	800	800	8,200	8,200	12,000	68%
FICA Taxes	122	15	46	46	46	61	61	61	46	-	61	61	627	627	918	68%
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	600	0%
ProfServ-Engineering	6,204	6,601	2,158	120	801	840	2,996	2,980	1,500	1,973	1,535	3,153	30,859	30,859	45,000	69%
ProfServ-Legal Services	-	455	840	2,086	1,370	-	1,546	522	1,979	1,230	1,545	2,263	13,835	13,835	30,000	46%
ProfServ-Legal Litigation	-	-	3,888	156	3,891	7,063	12,391	(22,701)	-	-	-	-	4,686	4,686	25,000	19%
ProfServ-Mgmt Consulting	4,691	4,809	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	57,000	57,000	57,000	100%
ProfServ-Other Legal Charges	814	-	1,745	-	-	1,500	210	43,456	6,550	875	500	5,875	61,525	61,525	-	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	1,250	11,810	11,810	20,000	59%
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	4	1,232	1,232	750	164%
Insurance - General Liability	289	-	-	-	-	-	-	-	-	-	-	-	289	289	6,655	4%
Printing and Binding	48	14	13	109	36	22	31	-	7	30	188	102	601	601	750	80%
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	87	443	443	50	886%
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%
Total Administrative	30,919	23,131	18,335	10,624	17,004	15,560	25,936	37,503	22,269	15,782	20,085	18,345	255,491	255,491	263,253	97%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 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 Actual	TOTAL			
													Actual Thru 9/30/2021	FY2021 Total	Adopted Budget	% of Budget
<u>Field</u>																
Contracts-Preserve Maintenance	-	-	-	-	-	-	25,958	-	25,083	-	-	-	51,040	51,040	-	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	102,117	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%
Total Field	5,417	5,417	7,742	9,445	10,834	15,382	36,095	10,487	45,878	22,707	5,417	5,417	180,237	180,237	301,464	60%
Total Expenditures	36,336	28,548	26,077	20,069	27,838	30,942	62,031	47,990	68,147	38,489	25,502	23,762	435,728	435,728	564,717	77%
<u>Reserves</u>																
Reserve - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Total Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Total Expenditures & Reserves	36,336	28,548	26,077	20,069	27,838	30,942	62,031	47,990	68,147	38,489	25,502	23,762	435,728	435,728	614,717	71%
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)	\$ 3,513,067	3,726,599	3,726,599	-	0%
Fund Balance, Beginning (Oct 1, 2020)													180,176	180,176	180,176	
Fund Balance, Ending													\$ 3,906,775	\$ 3,906,775	\$ 180,176	

THE QUARRY

Community Development District

*Statement of Revenue and Expenditures - All Funds***Notes to the Financial Statements***September 30, 2021***General Fund**► **Assets**

- **Allow - Doubtful Accounts** - Collier County Tax Collector FY 2020 charge backs due to NSF checks
- **Assessments Receivable** - Collier County Tax Collector FY 2020 charge backs due to NSF checks
- **Due From/To Other Funds** - FEMA Funds October transfer to U.S. Bank trustee

*Budget target 100%***Variance Analysis**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
Other Miscellaneous Revenue	\$40,000	\$48,215	121%	7 variance zoning from easement payments @ \$500 each; Heritage Bay Umbrella Association \$44,500; FY 2020 IRS Refund \$215
Expenditures				
<u>Administration</u>				
ProfServ-Legal Litigation	\$25,000	\$4,686	19%	Grant, Fridkin, Pearson legal fees thru Apr 2021
ProfServ-Other Legal Charges	\$0	\$61,525	0%	Disaster Law & Consulting, legal fees thru Aug 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	\$1,232	164%	FedEx; IMS; Larry H. Ray, roll postage
Misc-Bank Charges	\$50	\$443	887%	Hancock Whitney account analysis fees to-date higher than anticipated
Misc-Contingency	\$1,000	\$1,591	159%	GODADDY.COM, 365 email
<u>Field</u>				
Contracts-Preserve Maintenance	\$0	\$51,040	0%	Peninsula Improvement , quarterly maintenance

**The Quarry
Community Development District**

Supporting Schedules

September 30, 2021

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

					ALLOCATION BY FUND				
Date	Net Amount	Discount /	Collection	Gross	General	Series 2015	Series 2018	Series 2019	Series 2020
Received	Received	(Penalties)	Cost	Amount	Fund	Debt Service	Debt Service	Debt Service	Debt Service
		Amount		Received		Fund	Fund	Fund	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
TOTAL	\$ 2,358,661	\$ 92,164	\$ 48,136	\$ 2,498,960	\$ 579,501	\$ 1,077,384	\$ 280,003	\$ 311,076	\$ 250,997
% COLLECTED				100.00%	100.00%	86.92%	86.92%	86.92%	0.00%

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
TOTAL	\$ 2,499,287	\$ 95,582	\$ 39,307	\$ 2,634,176	579,493	2,913
% COLLECTED				100.00%	100.00%	0.00%
TOTAL OUTSTANDING				\$ 35	\$ 8	(2,913)

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

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Operating - Checking Account	Hancock Whitney	0.00%	\$ 213,396
Public Funds MMA Variance Account	BankUnited	0.15%	3,696,610
		Subtotal	<u>3,910,006</u>
DEBT SERVICE AND CAPITAL PROJECT FUNDS			
Series 2020 Revenue Fund	U.S. Bank	0.01%	379,752
		Total	<u>\$ 4,289,757</u>

The Quarry CDD

Bank Reconciliation

Bank Account No. 3489 Hancock & Whitney Bank General Fund
Statement No. 09-21
Statement Date 9/30/2021

G/L Balance (LCY)	213,395.78	Statement Balance	237,749.00
G/L Balance	213,395.78	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	237,749.00
Subtotal	213,395.78	Outstanding Checks	24,353.22
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	213,395.78	Ending Balance	213,395.78
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
9/23/2021	Payment	8307	TIMOTHY B. CANTWELL	184.70	0.00	184.70
9/23/2021	Payment	8308	LLOYD SCHLIEP	184.70	0.00	184.70
9/23/2021	Payment	8309	STANLEY 9. OMLAND	184.70	0.00	184.70
9/23/2021	Payment	8310	DEAN A. BRITT	184.70	0.00	184.70
9/27/2021	Payment	8311	INFRAMARK LLC	6,106.42	0.00	6,106.42
9/27/2021	Payment	8312	EGIS INSURANCE ADVISORS.	6,216.00	0.00	6,216.00
9/27/2021	Payment	8313	DISASTER LAW & CONSULTING, LLC	5,875.00	0.00	5,875.00
9/27/2021	Payment	8314	PENINSULA IMPROVEMENT CORP.	5,417.00	0.00	5,417.00
Total Outstanding Checks.....				24,353.22		24,353.22

**QCA Lawsuit
September 30, 2021**

<u>Date</u>	<u>Vendor</u>	<u>Inv #</u>	<u>Check #</u>	<u>Amount</u>	<u>Hours</u>	<u>Description</u>
2/29/2020	HGS	113982	8081	\$ 728.00	2.8	Wes Haber hours
6/30/2020	HGS	116536	8140	156.00	0.6	Wes Haber hours
8/31/2020	HGS	117756	8165	234.00	0.9	Wes Haber hours
9/30/2020	HGS	118420	8187	78.00	0.3	Wes Haber hours
12/30/2020	HGS	119562	8211	156.00	0.6	Wes Haber hours
1/29/2021	HGS	120217	8223	78.00	0.3	Wes Haber hours
3/1/2021	HGS	121097	8242	78.00	0.3	Wes Haber hours
Total				<u>\$ 1,508.00</u>	<u>5.8</u>	<u>Hopping Green Sams</u>
9/4/2020	GFP	113081	8146	700.00	2.5	Michael Traficante hours
10/8/2020	GFP	113350	8161	814.00	2.2	Michael Traficante hours
11/6/2020	GFP	113573	8177	455.00	1.3	Michael Traficante hours
12/7/2020	GFP	113774	8192	1,290.00	4.8	Michael Traficante hours
1/9/2021	GFP	113909	8234	1,500.00	11.5	Michael Traficante hours
4/10/2021	GFP	114541	8241	210.00	0.6	Michael Traficante hours
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 9/01/21 to 9/30/21

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
HANCOCK & WHITNEY BANK GENERAL FUND - (ACCT# XXXXX3489)									
Check	8303	09/02/21	Vendor	INFRAMARK LLC	67035	AUG MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,750.00
Check	8303	09/02/21	Vendor	INFRAMARK LLC	67035	AUG MGMT FEES	Printing and Binding	001-547001-51301	\$188.10
Check	8303	09/02/21	Vendor	INFRAMARK LLC	67035	AUG MGMT FEES	Postage and Freight	001-541006-51301	\$500.10
Check	8303	09/02/21	Vendor	INFRAMARK LLC	67035	AUG MGMT FEES	FIELD OPS	001-531075-53901	\$1,250.00
Check	8303	09/02/21	Vendor	INFRAMARK LLC	67035	AUG MGMT FEES	EMAIL ACCT FOR DEAN BRITT	001-534384-51301	\$358.11
Check	8303	09/02/21	Vendor	INFRAMARK LLC	67035	AUG MGMT FEES	DISTRIBUTION	001-551002-51301	\$315.00
Check	8304	09/02/21	Vendor	CPH	126428	CONSERVATION AREA ASSESSMENT, FIELD INSPECTION #1	ProfServ-Consultants	001-531075-51301	\$1,810.00
Check	8305	09/02/21	Vendor	NAPLES DAILY NEWS	0004006249	BUDGET PUBLIC HEARING 7/23/21	Legal Advertising	001-548002-51301	\$1,535.10
Check	8306	09/15/21	Vendor	HOPPING GREEN & SAMS	124704	GEN COUNSEL THRU JUNE 2021	ProfServ-Legal Services	001-531023-51401	\$1,815.00
Check	8307	09/23/21	Employee	TIMOTHY B. CANTWELL	PAYROLL	September 23, 2021 Payroll Posting			\$184.70
Check	8308	09/23/21	Employee	LLOYD SCHLIEP	PAYROLL	September 23, 2021 Payroll Posting			\$184.70
Check	8309	09/23/21	Employee	STANLEY 9. OMLAND	PAYROLL	September 23, 2021 Payroll Posting			\$184.70
Check	8310	09/23/21	Employee	DEAN A. BRITT	PAYROLL	September 23, 2021 Payroll Posting			\$184.70
Check	8311	09/27/21	Vendor	INFRAMARK LLC	67911	Management Services- Sept 2021	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,750.00
Check	8311	09/27/21	Vendor	INFRAMARK LLC	67911	Management Services- Sept 2021	Printing and Binding	001-547001-51301	\$102.34
Check	8311	09/27/21	Vendor	INFRAMARK LLC	67911	Management Services- Sept 2021	Postage and Freight	001-541006-51301	\$4.08
Check	8311	09/27/21	Vendor	INFRAMARK LLC	67911	Management Services- Sept 2021	ProfServ-Consultants	001-531075-51301	\$1,250.00
Check	8312	09/27/21	Vendor	EGIS INSURANCE ADVISORS.	14261	RENEWAL POLICY 2021/2022	Prepaid Expenses	155000	\$6,216.00
Check	8313	09/27/21	Vendor	DISASTER LAW & CONSULTING, LLC	DR4337	AUG 2021 FEES	ProfServ-Other Legal Charges	001-531028-51401	\$5,875.00
Check	8314	09/27/21	Vendor	PENINSULA IMPROVEMENT CORP.	INV008094	AUG 2021 LAKE & LITTORAL MAINT	Lake & Preserve Maintenance	001-546188-53901	\$5,417.00
Account Total									\$36,874.63

7C



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

September 7, 2021

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

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Quarry Community Development District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Quarry Community Development District
September 7, 2021
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.

Quarry Community Development District
September 7, 2021
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;

Quarry Community Development District
September 7, 2021
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Quarry Community Development District's financial statements. Our report will be addressed to the Board of Quarry Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Quarry Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with an Inframark accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Quarry Community Development District
September 7, 2021
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2021 will not exceed \$5,100, unless the scope of the engagement is changed, the assistance which Quarry Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Quarry Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Quarry Community Development District, Quarry Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Quarry Community Development District
September 7, 2021
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Quarry Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Quarry Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Quarry Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Quarry Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Quarry Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Quarry Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Quarry Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Quarry Community Development District
September 7, 2021
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

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

Confirmed on behalf of the addressee:

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs PA. U.N. 38161 email jrb@baggettand.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND QUARRY
COMMUNITY DEVELOPMENT DISTRICT
(DATED SEPTEMBER 7, 2021)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES
210 NORTH UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FL 33071
TELEPHONE: 954-603-0033
EMAIL: _____**

Auditor: J.W. Gaines

District: Quarry CDD

By: _____



By: _____

Title: Director

Title: _____

Date: September 7, 2021

Date: _____

7D

**THE THE QUARRY
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 9/30/21

The Board hereby assigns the FY 2021 Reserves per the September 2021 Financials:

Operating Reserves	\$ 121,179
Reserves – Other	\$ 50,000

* To be approved at 10/18/21 meeting.

7Eii

VARIANCE EASEMENTS

PENDING APPLICATIONS								
Applicant		Property Address	Email	Scope of Work	Application Received by Inframark	Application sent to Albert	Confirmed receipt of application from CPH	Pending Further Review
Surname	First Name							
Hofkes	John & Mary	9051 Breakwater Drive	lamal@charter.net	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		
Beatty	Dustin	9179 Flint Ct	dustinbeatty@icloud.com	floating dock and 4400# lift				
Hill	D. Kent	9407 Quarry Dr	hillkent@hotmail.com	H shaped dock with boat lift and canopy	11-Oct-21			

APPROVED APPLICATIONS

Applicant		Property Address	Email	Scope of Work	Application Received by Inframark	Application sent to Albert	Confirmed receipt of application from CPH	Application Approved	Recorded
Surname	First Name								
Martins	Richard & Elaine	9075 Graphite Circle	REJMM5@aol.com	install J design dock	25-Aug-21	25-Aug-21		20-Sep-21	
Turnman	Timothy & Linda	9237 Gypsum Way	ltturnman@aol.com	moved dock from 9172 Flint Ct	6-Jan-21	11-Jan-21	2-Jul-21	4-Feb-21	
Curry	Kevin	9176 Flint Ct	kevincurry.55@gmail.com	Boat lift and repair	15-Oct-20	12-Nov-20	13-Nov-20	Yes	
DaBaene	Kenneth	9043 Graphite Circle	kendabaene@yahoo.com	Repair walkway	15-Oct-20	12-Nov-20	13-Nov-20	Yes	
Forster	Barbara	9286 Marblestone Dr	m@forsterusa.com	Boat dock installation	Yes		13-Jul-20	13-Jul-20	
Gober	Douglas & Linda	9830 Slate Ct	dgobe1@comcast.net lindagobermk@comcast.net	Remove and replace installation	7-Aug-20	7-Aug-20	14-Aug-20	Yes	
Kramer	Adrian L	9396 Slate Ct	akramer@hollyconst.com	boat deck	11-Dec-19	11-Dec-19	10-Jan-20	Yes	
McFarlane	Tracy	9273 Quarry Drive	audiotracy@gmail.com	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	deborahbmoore@yahoo.com	Brick paver, walkway	22-Jan-21	26-Jan-21	26-Jan-21	19-Apr-21	22-Jul-21
Omland	Stan & Nanci	9293 Quarry Dr	somland@omland.com	install paver walk through LME of existing elevations	22-Jun-20	22-Jun-20		Yes	Yes
Parker	Donald G.	8822 Spinner Cove Ln	dgparker1047@yahoo.com	Dock Repair	10-Sep-20	8-Oct-20	12-Oct-20	Yes	
Taylor	Scott J and Rhonda M.	9332 Granite Ct	sitoneup@gmail.com	paver walkway to dock with paver landing in front of deck	6-Nov-19	11-Dec-19	10-Jan-20	Yes	

7Eiia



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

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 20th, 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

7Eiib

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.

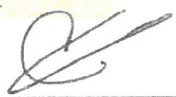
If your application is approved, the Owner shall notify the CDD prior to commencing work and upon completing work, so that the CDD may inspect the applicable easement area. Any such inspection shall not be deemed an approval by the CDD of any work, and the CDD shall retain all rights to enforce the terms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

Please provide the following information:

1. Property Owner Name(s): Dustin Beatty

2. Property Address: 9179 Flint Ct. Naples, FL 34120
3. Cell Phone of Owner: 239-825-7015
4. Email Address of Owner: dustinbeatty@icloud.com
5. Describe Scope of Work: Floating dock and 4400# lift
6. Estimated Start Date: 3-1-22
7. Estimated Completion Date: 4-1-22
8. Name and Contact Information for Contractor(s): J & M Boat Lift & Repair -
Jeff Maroon - 239-353-7326

Acknowledged and agreed to by:

OWNER <u>Dustin Beatty</u>		OWNER	
SIGNATURE 	DATE <u>7-22-21</u>	SIGNATURE	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 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 28 day of July, 2021, by and among Dustin Beatty and _____ (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 86, Block __, as per the plat ("Plat") of Quarry Phase 3 recorded in Plat Book 51, Pages 27-33 et seq., of the Public Records of Collier County, Florida ("Property"); and

WHEREAS, Owner desires to erect certain improvements described as floating dock and 4400# lift ("Improvements") within a CDD _____ easement ("Easement") located _____ ("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]

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

Witnesses:

By:

Claudia Morales

Claudia Morales

Print Name

Owner:

Dustin Beatty

Dustin Beatty

Print Name

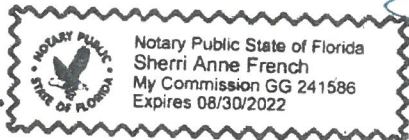
By:

Print Name

STATE OF FLORIDA)

COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 22 day of July, 2021, by Dustin Beatty. He ☒ is personally known to me or ☐ produced _____ as identification.



NOTARY PUBLIC

Sherri Anne French

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

[signatures continue on following page]

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

Witnesses:

By: Claudia Morales
Claudia Morales
 Print Name

Owner:

Dustin Beatty
Dustin Beatty
 Print Name

By: _____

 Print Name

STATE OF FLORIDA)
 COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 22 day of July, 2021, by Dustin Beatty. He ☒ is personally known to me or ☐ produced _____ as identification.



Sherri Anne French
 NOTARY PUBLIC

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

[signatures continue on following page]

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

Witnesses:

Quarry Community Development District

By: _____

By: _____

Print Name

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____, as Chair of the Board of Supervisors of the Quarry Community
Development District, on behalf of said district. He [] is personally known to me or [] produced
_____ as identification.

NOTARY PUBLIC

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

[end of signature pages]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2021

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 Brown & Brown Of Florida, Inc. 1421 Pine Ridge Road #200 Naples FL 34109		CONTACT NAME: PHONE (A/C, No, Ext): 239-262-5143 FAX (A/C, No): 239-261-8265 E-MAIL ADDRESS: certs@bbswfla.com		
INSURED J&M Boatlift & Repair, Inc Jeff Maroon 259 Burnt Pine Drive Naples FL 34119 J&MBO-1		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : StarNet Insurance Company		40045
		INSURER B : Everest National Insurance Company		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 546950910

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BOUMP210241	3/5/2021	3/5/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BOUMP210241	3/5/2021	3/5/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			BOUMA202702	10/24/2020	10/24/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	9700000482-211	3/5/2021	3/5/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER Include USL&H 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)

Installs and repairs docks and boatlifts

Blanket Additional insured and Waiver of Subrogation when agreed by written contract including primary and non-contributory in regards to General Liability.

Workers Compensation - Blanket Waiver of Subrogation Applies when required by written contract per form WC000313.

Quarry Community Development District are noted as additional insured when agreed in written contract.

CERTIFICATE HOLDER

CANCELLATION

Quarry Community Development District
2501-A Burns Road
Palm Beach Gardens FL 33410

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

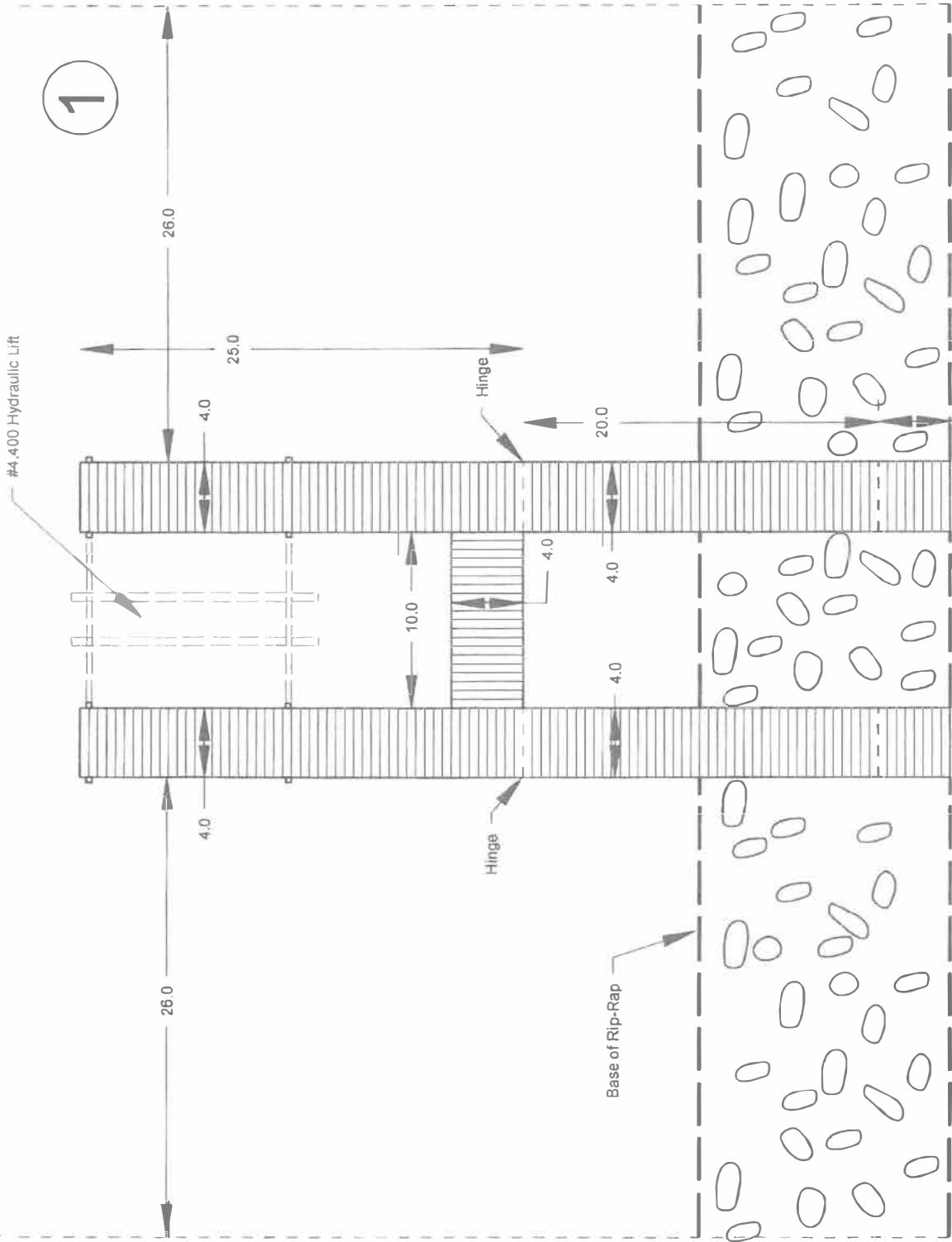
AUTHORIZED REPRESENTATIVE

J & M Boatlift & Repair Inc.

239-353-7326

Property Line

Property Line



Dustin Beatty
9179 Flint Ct.

Approved _____





Eighth Order of Business

8A

Attorney's Written Report
under separate cover

Tenth Order of Business

10Ai

THE QUARRY COMMUNITY DEVELOPMENT DISTRICT CHAIRMAN'S ACTIVITY REPORT SINCE LAST MEETING FOR OCTOBER 18, 2021 MEETING

- 1. FEMA and now FDEM Update:**
 - a. Ongoing email communications with FEMA and Tony Ettore, Esq. our specialized attorney.**
 - b. Coordinate receipt of funds, track totals received from FEMA as well as FDEM**
- 2. Prepare Autumn Community Update**
- 3. Work with Albert, Justin, QCA representatives and Quarry Golf Club on 2022 Shoreline projects.**
- 4. Resident issues:**
 - a. Two miscellaneous requests for CDD Budget clarifications**
- 5. Review and process invoices through AVID**
- 6. Discussions with JFaircloth of Inframark re minutes and agenda items.**
- 7. Ongoing review of plans and descriptions of QCA swap of land necessary to implement their Beach Club Master Plan.**

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

10.11.21

10Aii

The Quarry Community Development District

update since September 20, 2021 meeting

Lakes and Ponds:

CES will begin the third planned cutting of the main lakes Monday October 11th beginning in Boulder Lake by the boat ramp and down into the Hideaway Harbor Canal. Once the southern end, including the Spinner Cove, golf course canals and marina area are completed, CES will move on to Stone Lake. The beach club area is scheduled last and will incorporate utilizing both cutters. The second machine will collect the cuttings and deposit them either by the tennis court area or marina to expedite removal.

CES will again be treating several of the ponds this month for exotic weed and algae.

Preserves:

CES followed up on all the items listed in the Inframark report and was in addition to treating exotic vegetation as required under our contract.