

**THE QUARRY
COMMUNITY DEVELOPMENT DISTRICT**

AUGUST 15, 2022

AGENDA PACKAGE



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

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

August 8, 2022

Board of Supervisors
The Quarry Community Development District

Dear Board Members:

A regular meeting and public hearing of the Board of Supervisors of the Quarry Community Development District will be held on Monday August 15, 2022 at 1:00 PM. The meeting will be held at the Quarry Golf Club, 8950 Weathered Stone Drive, Naples, FL 34120. 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. Public Hearing to Consider the Adoption of the Budget for the Fiscal Year 2023**
 - A. Public Comments
 - B. Consideration of Resolution 2022-08, Adoption of the Fiscal Year 2023 Budget
- 6. Public Hearing to Consider the Levy of Operations and Maintenance Assessments for Fiscal Year 2023**
 - A. Public Comments
 - B. Consideration of Resolution 2022-09, Levying the Assessments for fiscal year 2023
- 7. Engineer's Report**
 - A. Engineer's Written Report
 - B. CPH Water Quality Monitoring Proposal
 - C. Shoreline Phase I & II Construction Progress
 - i. CPH 2022 Shoreline Phase I & II – A Punch List
 - ii. Glase Golf Phase I Change Order #2
 - iii. Glase Golf Phase II Change Order #2
 - iv. Glase Golf Phase II B Proposed Schedule
 - v. QCA Drainage Connection Discussion
- 8. New Business**

The Quarry CDD
 July 15, 2022
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9. District Manager's Report

- A. Approval of the June 20, 2022 Minutes
- B. Acceptance of the Financial Report, and Approval of the Check Register and Invoices of July 2022
- C. FY 2023 Supervisor Appointments
- D. Follow-up Items
 - i. Status of Resident Complaints
 - ii. Variance Easement Report Update
- E. Insurance Update
- F. Collier Environmental Services Items

10. Attorney's Report

- A. Attorney's Written Report
- B. CDD 101 Update

11. Old Business

- A. Quartz Cove Fountain Discussion

12. Supervisor Requests

- A. Reports
 - i. Chairman's Report
 - ii. Vice Chairman's Report

13. Audience Comments

14. 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

THE QUARRY
Community Development District

Annual Operating and Debt Service Budget
Fiscal Year 2023

Modified Tentative Budget:
(Printed on 8/3/2022 at 10:20 AM)

Prepared by:



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The Quarry
Community Development District

Operating Budget
Fiscal Year 2023

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL		ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2020	FY 2021	BUDGET FY 2022	THRU JULY-2022	AUG - SEPT-2022	PROJECTED FY 2022	BUDGET FY 2023
REVENUES							
Interest - Investments	\$ 1,148	\$ 564	\$ 200	\$ 543	\$ 109	\$ 652	\$ 200
Hurricane Irma FEMA Refund	243	-	-	-	-	-	-
Golf Course Revenue	13,345	18,000	114,918	114,918	-	114,918	114,918
Interest - Tax Collector	1,474	251	-	171	-	171	-
Special Assmnts- Tax Collector	578,672	579,501	814,044	814,044	-	814,044	814,044
Special Assmnts- Delinquent	-	821	-	-	-	-	-
Special Assmnts- Discounts	(21,200)	(21,200)	(32,562)	(30,440)	-	(30,440)	(32,562)
Settlements	99,000	-	-	-	-	-	-
Other Miscellaneous Revenues	54,966	48,215	-	48,250	-	48,250	-
TOTAL REVENUES	727,648	626,152	896,600	947,486	109	947,595	896,600

EXPENDITURES*Administrative*

P/R-Board of Supervisors	9,800	8,200	12,000	8,600	2,000	10,600	12,000
FICA Taxes	750	627	918	658	153	811	918
ProfServ-Arbitrage Rebate	-	-	600	-	600	600	600
ProfServ-Engineering	35,193	30,859	45,000	42,320	4,422	46,742	45,000
ProfServ-Legal Services (District)	39,511	13,835	21,000	30,288	30,288	60,576	21,000
ProfServ-Legal Litigation (Outside Svcs)	70,427	4,686	25,000	-	-	-	25,000
ProfServ-Mgmt Consulting Serv	51,296	57,000	58,710	48,925	9,785	58,710	60,471
ProfServ-Other Legal Charges	700	69,525	-	21,750	-	21,750	-
ProfServ-Property Appraiser	8,064	11,318	36,341	-	36,341	36,341	34,294
ProfServ-Trustee Fees	11,182	7,189	4,040	4,041	-	4,041	4,041
ProfServ-Consultants	-	11,810	-	-	-	-	-
ProfServ-Web Site Maintenance	-	-	-	-	-	-	-
Auditing Services	4,900	4,900	4,900	-	7,250	7,250	4,900
Contract-Website Hosting	1,164	362	-	-	-	-	-
Website Compliance	1,512	1,553	1,553	1,164	389	1,553	1,553
Postage and Freight	673	1,232	600	407	81	488	600
Insurance - General Liability	5,775	289	6,246	6,216	-	6,216	6,246
Printing and Binding	309	601	500	71	14	85	500
Legal Advertising	6,189	2,495	4,000	1,484	-	1,484	4,000
Miscellaneous Services	998	1,155	2,000	-	-	-	2,000
Misc-Bank Charges	287	443	500	499	100	599	500
Misc-Special Projects	-	19,350	20,000	10,550	-	10,550	20,286
Misc-Assessmnt Collection Cost	8,627	7,429	16,281	15,672	-	15,672	16,281
Misc-Contingency	-	1,591	1,000	92	-	92	1,000
Office Supplies	116	315	250	-	-	-	250
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	257,648	256,939	261,614	192,912	91,424	284,336	261,614

Field

ProfServ-Field Management	-	-	5,000	3,750	833	4,583	5,150
Contracts-Preserve Maintenance	-	51,040	103,832	76,998	25,958	102,956	103,832
Contracts-Lake Maintenance	-	-	65,004	54,170	10,834	65,004	65,004
R&M-Weed Harvesting	-	-	60,000	46,995	28,005	75,000	75,000
R&M-General	-	-	70,000	-	-	-	70,000
R&M-Irrigation	31,213	-	-	-	-	-	-
R&M-Lake	-	-	200,000	71,120	128,880	200,000	154,930
Lake & Preserve Maintenance	126,733	102,117	-	-	-	-	-
R&M-Street Signs	-	-	-	-	-	-	-

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU JULY-2022	PROJECTED AUG - SEPT-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
R&M-Buoys	-	-	7,500	-	-	-	-
Miscellaneous Maintenance	-	27,080	6,170	56,150	-	56,150	6,170
Water Quality Testing	-	-	17,480	29,900	-	29,900	29,900
Capital Projects	-	-	50,000	-	-	-	75,000
Reserve - Other	42,110	-	-	-	-	-	-
Total Field	200,056	180,237	584,986	339,083	194,510	533,593	584,986
Reserves							
Reserve - Other	-	-	50,000	-	-	-	50,000
Total Reserves	-	-	50,000	-	-	-	50,000
TOTAL EXPENDITURES & RESERVES	457,704	437,176	896,600	531,995	285,934	817,929	896,600
Excess (deficiency) of revenues Over (under) expenditures	269,944	188,976	-	415,491	(285,825)	129,666	(0)
OTHER FINANCING SOURCES (USES)							
Operating Transfers-Out	(557,463)	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	(557,463)	-	-	-	-	-	(0)
Net change in fund balance	(287,519)	188,976	-	415,491	(285,825)	129,666	(0)
FUND BALANCE, BEGINNING	467,695	180,176	369,152	369,152	-	369,152	498,818
FUND BALANCE, ENDING	\$ 180,176	\$ 369,152	\$ 369,152	\$ 784,643	\$ (285,825)	\$ 498,818	\$ 498,818

Budget Narrative
Fiscal Year 2023**REVENUES****Interest-Investments**

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

Golf Course Revenue

The District receives yearly revenue from golf course.

Special Assessments-Tax Collector

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

Special Assessments-Discounts

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

EXPENDITURES**Administrative****P/R-Board of Supervisors**

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

FICA Taxes

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

Professional Services-Arbitrage Rebate Calculation

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

Professional Services-Engineering

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

Professional Services-Legal Services (District)

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

Professional Services-Legal Litigation (Outside Services)

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

Budget Narrative
Fiscal Year 2023

EXPENDITURES

Administrative (continued)

Professional Services-Management Consulting Services

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

Professional Services-Property Appraiser

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

Professional Services-Trustee

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

Auditing Services

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

Website Compliance

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

Postage and Freight

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

Insurance-General Liability

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

Printing and Binding

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

Legal Advertising

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

Miscellaneous Services

The District may incur other unanticipated services.

Misc-Bank Charges

The District may incur unanticipated bank fees.

Misc-Special Projects

The District special projects during the year.

Budget Narrative
Fiscal Year 2023

EXPENDITURES

Administrative (continued)

Miscellaneous-Assessment Collection Costs

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

Misc-Contingency

The District may incur unbudgeted expenditures.

Office Supplies

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

Annual District Filing Fee

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

Field

Professional Services-Field Management

The District contract for field management services.

Contracts-Preserve Maintenance

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

Contracts-Lake Maintenance

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

R&M-Weed Harvesting

Lake weed work for the District.

R&M-General

General expenditures that may incur for the District.

R&M-Lake

Other lake expenditures that may incur for the District.

Miscellaneous Maintenance

District other maintenance.

Water Quality Testing

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

Capital Projects

The District purchase of capital expenditures. Includes construction of a weed harvesting boat ramp.

Budget Narrative
Fiscal Year 2023

EXPENDITURES

Reserves

Reserve - Other

Planned expenditures the District allocated for future projects

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2023	\$ 498,818
Net Change in Fund Balance - Fiscal Year 2023	(0)
Reserves - Fiscal Year 2023 Additions	50,000
Total Funds Available (Estimated) - 9/30/2023	548,818

ALLOCATION OF AVAILABLE FUNDS***Assigned Fund Balance***

Operating Reserve - First Quarter Operating Capital	173,858 ⁽¹⁾
Reserves - Other (Previous Years)	100,000
Reserves - Other (FY 2023)	50,000
Subtotal	<u>150,000</u>
Total Allocation of Available Funds	323,858

Total Unassigned (undesignated) Cash	<u>\$ 224,960</u>
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Notes

(1) Represents approximately 3 months of operating expenditures

The Quarry
Community Development District

Debt Service Budget
Fiscal Year 2023

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU JULY-2022	PROJECTED AUG - SEPT-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
REVENUES						
Interest - Investments	\$ 27	\$ -	\$ 55	\$ -	\$ 55	\$ -
Special Assmnts- Tax Collector	250,997	1,608,706	1,608,706	-	1,608,706	1,472,226
Special Assmnts- Delinquent	2,913	-	-	-	-	-
Special Assmnts- Discounts	(3,493)	(64,348)	(60,155)	-	(60,155)	(58,889)
TOTAL REVENUES	250,444	1,544,358	1,548,606	-	1,548,606	1,413,337
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	(7,423)	32,174	30,971	-	30,971	29,445
Total Administrative	(7,423)	32,174	30,971	-	30,971	29,445
<i>Debt Service</i>						
Principal Debt Retirement	987,000	1,166,000	1,065,000	-	1,065,000	1,086,000
Interest Expense	126,871	332,186	319,082	-	319,082	285,316
Cost of Issuance	274,006	-	-	-	-	-
Total Debt Service	1,387,877	1,498,186	1,384,082	-	1,384,082	1,371,316
TOTAL EXPENDITURES	1,380,454	1,530,360	1,415,053	-	1,415,053	1,400,760
Excess (deficiency) of revenues						
Over (under) expenditures	(1,130,010)	13,998	133,553	-	133,553	12,576
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In	1,244,820	-	-	-	-	-
Proceeds of Refunding Bonds	277,373	-	-	-	-	-
Operating Transfers-Out	-	-	(939)	-	(939)	-
Contribution to (Use of) Fund Balance	-	13,998	-	-	-	-
TOTAL OTHER SOURCES (USES)	1,522,193	13,998	(939)	-	-	-
Net change in fund balance	392,183	13,998	132,614	-	133,553	-
FUND BALANCE, BEGINNING	-	392,183	392,183	-	392,183	525,736
FUND BALANCE, ENDING	\$ 392,183	\$ 406,181	\$ 524,797	\$ -	\$ 525,736	\$ 525,736

BOND DEBT SERVICE

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

Period Ending	Par Outstanding	Principal	Extraordinary Redemption	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2022	14,707,000				142,658	142,657.90	
5/1/2023	14,707,000	1,086,000		1.940%	142,658	1,228,657.90	1,371,315.80
11/1/2023	13,621,000				132,124	132,123.70	
5/1/2024	13,621,000	1,107,000		1.940%	132,124	1,239,123.70	1,371,247.40
11/1/2024	12,514,000				121,386	121,385.80	
5/1/2025	12,514,000	1,128,000		1.940%	121,386	1,249,385.80	1,370,771.60
11/1/2025	11,386,000				110,444	110,444.20	
5/1/2026	11,386,000	1,151,000		1.940%	110,444	1,261,444.20	1,371,888.40
11/1/2026	10,235,000				99,280	99,279.50	
5/1/2027	10,235,000	1,173,000		1.940%	99,280	1,272,279.50	1,371,559.00
11/1/2027	9,062,000				87,901	87,901.40	
5/1/2028	9,062,000	1,196,000		1.940%	87,901	1,283,901.40	1,371,802.80
11/1/2028	7,866,000				76,300	76,300.20	
5/1/2029	7,866,000	1,220,000		1.940%	76,300	1,296,300.20	1,372,600.40
11/1/2029	6,646,000				64,466	64,466.20	
5/1/2030	6,646,000	952,000		1.940%	64,466	1,016,466.20	1,080,932.40
11/1/2030	5,694,000				55,232	55,231.80	
5/1/2031	5,694,000	970,000		1.940%	55,232	1,025,231.80	1,080,463.60
11/1/2031	4,724,000				45,823	45,822.80	
5/1/2032	4,724,000	990,000		1.940%	45,823	1,035,822.80	1,081,645.60
11/1/2032	3,734,000				36,220	36,219.80	
5/1/2033	3,734,000	1,009,000		1.940%	36,220	1,045,219.80	1,081,439.60
11/1/2033	2,725,000				26,433	26,432.50	
5/1/2034	2,725,000	891,000		1.940%	26,433	917,432.50	943,865.00
11/1/2034	1,834,000				17,790	17,789.80	
5/1/2035	1,834,000	908,000		1.940%	17,790	925,789.80	943,579.60
11/1/2035	926,000				8,982	8,982.20	
5/1/2036	926,000	926,000		1.940%	8,982	934,982.20	943,964.40
		14,707,000			2,050,076	16,757,076	16,757,076

THE QUARRY

Community Development District

Debt Service Fund

Budget Narrative Fiscal Year 2023

REVENUES

Special Assessments-Tax Collector

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

Special Assessments-Discounts

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

EXPENDITURES

Administrative

Miscellaneous-Assessment Collection Cost

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

Principal Debt Retirement

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

Interest Expense

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

The Quarry
Community Development District

Supporting Budget Schedule
Fiscal Year 2023

**Comparison of Assessment Rates
Fiscal Year 2023 vs. Fiscal Year 2022**

Product & Phase	General Fund 001			2020-1 Debt Service			2020-2 Debt Service			2020-3 Debt Service			Total Assessments per Unit			Units
	FY 2023	FY 2022	% Change	FY 2023	FY 2022	% Change	FY 2023	FY 2022	% Change	FY 2023	FY 2022	% Change	FY 2023	FY 2022	% Change	
Coach	\$763.86	\$763.86	0.0%	\$1,225.84	\$1,225.84	0.0%	\$94.38	\$181.24	-47.9%	\$198.20	\$198.20	0.0%	\$2,282.29	\$2,369.14	-3.7%	26
	\$763.86	\$763.86	0.0%	\$1,265.38	\$1,265.38	0.0%	\$94.38	\$181.24	-47.9%	\$198.20	\$198.20	0.0%	\$2,321.82	\$2,408.68	-3.6%	19
	\$763.86	\$763.86	0.0%	\$1,463.09	\$1,463.09	0.0%	\$94.38	\$181.24	-47.9%	\$198.20	\$198.20	0.0%	\$2,519.54	\$2,606.39	-3.3%	3
	\$763.86	\$763.86	0.0%	\$1,660.81	\$1,660.81	0.0%	\$94.38	\$181.24	-47.9%	\$198.20	\$198.20	0.0%	\$2,717.25	\$2,804.11	-3.1%	37
	\$763.86	\$763.86	0.0%	\$1,700.35	\$1,700.35	0.0%	\$94.38	\$181.24	-47.9%	\$198.20	\$198.20	0.0%	\$2,756.80	\$2,843.65	-3.1%	1
	\$763.86	\$763.86	0.0%	\$1,858.52	\$1,858.52	0.0%	\$94.38	\$181.24	-47.9%	\$198.20	\$198.20	0.0%	\$2,914.97	\$3,001.82	-2.9%	30
	\$763.86	\$763.86	0.0%	\$506.15	\$506.15	0.0%	\$94.38	\$181.24	-47.9%	\$198.20	\$198.20	0.0%	\$1,562.59	\$1,649.45	-5.3%	96
Luxury Coach	\$856.40	\$856.40	0.0%	\$1,384.01	\$1,384.01	0.0%	\$111.88	\$214.83	-47.9%	\$234.89	\$234.89	0.0%	\$2,587.17	\$2,690.13	-3.8%	26
	\$856.40	\$856.40	0.0%	\$1,502.64	\$1,502.64	0.0%	\$111.88	\$214.83	-47.9%	\$234.89	\$234.89	0.0%	\$2,705.80	\$2,808.76	-3.7%	20
	\$856.40	\$856.40	0.0%	\$1,898.07	\$1,898.07	0.0%	\$111.88	\$214.83	-47.9%	\$234.89	\$234.89	0.0%	\$3,101.23	\$3,204.19	-3.2%	18
SF 55	\$767.95	\$767.95	0.0%	\$1,225.84	\$1,225.84	0.0%	\$125.69	\$241.35	-47.9%	\$264.27	\$264.27	0.0%	\$2,383.75	\$2,499.42	-4.6%	43
	\$767.95	\$767.95	0.0%	\$1,265.38	\$1,265.38	0.0%	\$125.69	\$241.35	-47.9%	\$264.27	\$264.27	0.0%	\$2,423.29	\$2,538.96	-4.6%	13
	\$767.95	\$767.95	0.0%	\$1,463.09	\$1,463.09	0.0%	\$125.69	\$241.35	-47.9%	\$264.27	\$264.27	0.0%	\$2,621.00	\$2,736.67	-4.2%	3
	\$767.95	\$767.95	0.0%	\$1,660.81	\$1,660.81	0.0%	\$125.69	\$241.35	-47.9%	\$264.27	\$264.27	0.0%	\$2,818.72	\$2,934.39	-3.9%	4
	\$767.95	\$767.95	0.0%	\$624.78	\$624.78	0.0%	\$125.69	\$241.35	-47.9%	\$264.27	\$264.27	0.0%	\$1,782.69	\$1,898.36	-6.1%	74
SF 67	\$876.68	\$876.68	0.0%	\$1,384.01	\$1,384.01	0.0%	\$156.99	\$301.47	-47.9%	\$330.34	\$330.34	0.0%	\$2,748.02	\$2,892.50	-5.0%	9
	\$876.68	\$876.68	0.0%	\$1,621.27	\$1,621.27	0.0%	\$156.99	\$301.47	-47.9%	\$330.34	\$330.34	0.0%	\$2,985.29	\$3,129.76	-4.6%	10
	\$876.68	\$876.68	0.0%	\$1,700.35	\$1,700.35	0.0%	\$156.99	\$301.47	-47.9%	\$330.34	\$330.34	0.0%	\$3,064.37	\$3,208.84	-4.5%	1
	\$876.68	\$876.68	0.0%	\$1,818.99	\$1,818.99	0.0%	\$156.99	\$301.47	-47.9%	\$330.34	\$330.34	0.0%	\$3,183.00	\$3,327.48	-4.3%	20
	\$876.68	\$876.68	0.0%	\$1,898.07	\$1,898.07	0.0%	\$156.99	\$301.47	-47.9%	\$330.34	\$330.34	0.0%	\$3,262.08	\$3,406.56	-4.2%	2
	\$876.68	\$876.68	0.0%	\$2,016.70	\$2,016.70	0.0%	\$156.99	\$301.47	-47.9%	\$330.34	\$330.34	0.0%	\$3,380.72	\$3,525.19	-4.1%	12
	\$876.68	\$876.68	0.0%	\$688.05	\$688.05	0.0%	\$156.99	\$301.47	-47.9%	\$330.34	\$330.34	0.0%	\$2,052.06	\$2,196.54	-6.6%	111
SF 75	\$1,040.32	\$1,040.32	0.0%	\$1,463.09	\$1,463.09	0.0%	\$209.48	\$402.26	-47.9%	\$440.44	\$440.44	0.0%	\$3,153.33	\$3,346.11	-5.8%	22
	\$1,040.32	\$1,040.32	0.0%	\$1,700.35	\$1,700.35	0.0%	\$209.48	\$402.26	-47.9%	\$440.44	\$440.44	0.0%	\$3,390.59	\$3,583.37	-5.4%	12
	\$1,040.32	\$1,040.32	0.0%	\$1,779.44	\$1,779.44	0.0%	\$209.48	\$402.26	-47.9%	\$440.44	\$440.44	0.0%	\$3,469.67	\$3,662.45	-5.3%	1
	\$1,040.32	\$1,040.32	0.0%	\$1,898.07	\$1,898.07	0.0%	\$209.48	\$402.26	-47.9%	\$440.44	\$440.44	0.0%	\$3,588.31	\$3,781.09	-5.1%	39
	\$1,040.32	\$1,040.32	0.0%	\$1,818.99	\$1,818.99	0.0%	\$209.48	\$402.26	-47.9%	\$440.44	\$440.44	0.0%	\$3,509.23	\$3,702.01	-5.2%	8
	\$1,040.32	\$1,040.32	0.0%	\$1,977.16	\$1,977.16	0.0%	\$209.48	\$402.26	-47.9%	\$440.44	\$440.44	0.0%	\$3,667.40	\$3,860.18	-5.0%	2
	\$1,040.32	\$1,040.32	0.0%	\$3,163.45	\$3,163.45	0.0%	\$209.48	\$402.26	-47.9%	\$440.44	\$440.44	0.0%	\$4,853.69	\$5,046.47	-3.8%	1
	\$1,040.32	\$1,040.32	0.0%	\$814.58	\$814.58	0.0%	\$209.48	\$402.26	-47.9%	\$440.44	\$440.44	0.0%	\$2,504.82	\$2,697.60	-7.1%	186
SF 90	\$1,284.49	\$1,284.49	0.0%	\$2,174.87	\$2,174.87	0.0%	\$313.07	\$601.17	-47.9%	\$660.67	\$660.67	0.0%	\$4,433.10	\$4,721.21	-6.1%	10
	\$1,284.49	\$1,284.49	0.0%	\$3,163.45	\$3,163.45	0.0%	\$313.07	\$601.17	-47.9%	\$660.67	\$660.67	0.0%	\$5,421.67	\$5,709.78	-5.0%	8
	\$1,284.49	\$1,284.49	0.0%	\$3,361.16	\$3,361.16	0.0%	\$313.07	\$601.17	-47.9%	\$660.67	\$660.67	0.0%	\$5,619.39	\$5,907.50	-4.9%	1
	\$1,284.49	\$1,284.49	0.0%	\$1,565.91	\$1,565.91	0.0%	\$313.07	\$601.17	-47.9%	\$660.67	\$660.67	0.0%	\$3,824.13	\$4,112.24	-7.0%	32
Club House	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$2,920.73	\$5,608.61	-47.9%	\$6,166.17	\$6,166.17	0.0%	\$9,086.90	\$11,774.78	-22.8%	
Beach Club	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$2,920.73	\$5,608.61	-47.9%	\$6,166.17	\$6,166.17	0.0%	\$9,086.90	\$11,774.78	-22.8%	
																900

****The Club House pertains to the Quarry Golf & Country Club and the Beach Club pertains to the Quarry Community Association**

5B

RESOLUTION 2022-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors ("**Board**") of the Quarry Community Development District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Quarry Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND – SERIES 2020	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023, or within 60 days following the end of the Fiscal Year 2022/2023, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2022.

ATTEST:

**THE QUARRY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2022/2023 Budget

Sixth Order of Business

6B.

RESOLUTION 2022-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Quarry Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Collier County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Quarry Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County

Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 15th day of August, 2022.

ATTEST:

**THE QUARRY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll

Exhibit A
Budget

Exhibit B
Assessment Roll

Seventh Order of Business

7A

The Quarry CDD – Engineer’s Report

August 2022

May 2022 Action Items

- “Add a column entitled *Committed Funds/Estimated Costs to Complete* in the reports to the Board for the FY2022 Shoreline Restoration Project” **At the time of this report preparation, we had not received the general contractor’s or the vendor’s final pay apps. These columns will be added once we have all the information.**
- “Work with Glase Golf to develop a project summary of the FY2022 Shoreline Restoration Project Phases I & II that can be distributed to the community.” **Revised schedule submitted with this agenda package.**
- “Complete the FY2022 stormwater system assessment.” **Storm water assessment moved to end of year due to current water levels of lakes.**
- “Provide recommendations for project naming conventions at the August meeting” **CPH suggests the following naming format:**
 - *Year – Subject – Task*
 - **2022 – Stormwater Lakes – Erosion Control Design**
 - **2022 – Stormwater System – Annual Report**
- “Complete overlay to the District map with all SFWMD structure numbers notating the water main with a cast iron sleeve in the structure listed as 187 on the MRI map” **Map completed with MRI’s structure numbers.**

2022 Shoreline Phase I and Phase II

- Construction activities have come to an end due to water levels of lakes. A construction punch list has been provided to Glase Golf and all deficiencies are being addressed.

A total of 7,680 LF of slope repairs were completed over 50 days for an average rate of 170 Lf per days worked.

- Repairs completed to date:
 - Hole 10 - Lake 50 - 100% complete with exception of rock wall

- Hole 11 - Lake 50 - 100% complete
 - Hole 11 Green - Lake 41 - 100% complete
 - Hole 12 Fairway - Lake 42 - 100% complete
 - Hole 12 Green - Lake 44 - 100% complete – although wall needs to be reworked, and some sod will be needed behind wall
 - Hole 14 Tees - Lake 44 - 100% complete - curb is being added to the cart path here with a drain apron next week
 - Hole 14 Fairway - Lake 47 - 100% complete
 - Hole 14 Behind Green - Lake 47 - 100% complete
 - Hole 15 - Lake 47 - 100% complete - next to the restroom, curb is being added next week to the cart path with a drain apron to contain water to the inlet that was added
 - Hole 15 Behind Green - Lake 47 - 100% complete
 - Hole 16 Tees - Lake 38 - 100% complete
 - Hole 16 Green - Lake 36 - 100% complete
 - Hole 17 Right - Lake 34 - 100% complete
 - Hole 17 Left - Lake 32 - 100% complete
 - Hole 18 - Lake 30 - 100% complete
 - Hole 1 - Lake 40 - 25% complete - Section next to tees is complete. The remaining larger section will likely be left until next year.
- Riprap used to date: 56% (includes datum issue)
 - Fill material used to date: 13%

7B.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, LLC
AND
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT
FOR
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT
WATER QUALITY MONITORING (31 LAKES)
COLLIER COUNTY, FLORIDA**



JUNE 16, 2022

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

PROJECT DESCRIPTION

CPH, LLC has been requested to perform two (2) monitoring events to collect water quality data within approximately 31 lakes/stormwater management ponds with the community development district boundary. The 2 monitoring events shall occur in October 2022 and April 2023 as directed by The Quarry CDD. A report of results shall be prepared summarizing each monitoring event for a total of 2 reports and each report will be provided to the Client. The lake monitoring shall include grab samples for each of the 31 lakes. The lakes proposed for sampling are numbered as 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 44, 45, 46, 47, 48, 50, 53, 54, 55, 56, 57, 58, 59, 61, 62, 63, 63A, 63B and 64.

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

1.0 SCOPE OF SERVICES

1.1 Basic Services

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

ENV-1 October 2022 Water Sampling Event & Report

- CPH shall notify the CCD at least two (2) weeks prior the scheduled water quality sampling event.
- CPH shall sample salinity, conductivity, temperature, dissolved oxygen, pH for one (1) event within approximately 31 lakes within the development boundaries. CPH shall collect one (1) sample for each parameter to include Chlorophyll a, Total Nitrogen and Total Phosphorus within

- approximately 31 lakes.
- CPH shall coordinate with the analytical laboratory to obtain sampling materials for collection of Chlorophyll *a*, TN and TP as needed. Once samples area collected, CPH shall deliver samples to the laboratory for analysis.
 - Water quality sampling shall be located within the deep part of the lake within the photic zone. The sample depth and time will be recorded and identified within the report. CPH anticipates two to three days to sample lakes.
 - During water quality sampling, CPH scientists shall photograph lakes, document the aquatic vegetation observed and additional observations that may affect water quality. These observations shall also be recorded and photographed as deemed necessary.
 - CPH shall report any issues observed during the sampling events to the Client via email.
 - CPH shall report the monitoring event results to the Client within two (2) weeks of receipt of the laboratory sampling results. A location map of the sampling areas shall also be provided in the report. The report shall include data provided by others from the golf course ambient water quality sampling. The Client has requested Heritage Bay Water Quality Sampling results to be included in the report. Sampling results will be included but the water quality analysis of the Heritage Bay Water Quality Sampling is independent of The Quarry CDD as it is a separate system.
 - FDEP Standard Operating Procedures (SOP) shall be followed with sample collection, handling and laboratory analysis.
 - CPH shall address comments or issues brought forth by the CDD regarding the report. CPH shall revise the report as needed.

ENV-2 April 2023 Water Sampling Event & Report

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

shall revise the report as needed.

1.2 Additional Services

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

2.0 COST AND COMPENSATION

2.1 Basic Services

Services under Basic Services, Task ENV-1 above shall be provided as a Fixed Fee of \$14,931 for one (1) sampling event to monitor approximately 31 water bodies including water quality sampling analysis and report preparation.

Services under Basic Services, Task ENV-2 above shall be provided as a Fixed Fee of \$14,931 for one (1) sampling event to monitor approximately 31 water bodies including water quality sampling analysis and report preparation.

3.0 RESPONSIBILITIES OF OTHERS

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

4.0 SERVICES NOT INCLUDED

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

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

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

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


5.0 SCHEDULE

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

6.0 AUTHORIZATION

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

CPH, LLC AUTHORIZATION

By: 
 Amy E. Daly, LEED AP

Title: Vice President/Director of Environmental Services

Date: June 16, 2022

CLIENT AUTHORIZATION

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

The fees for Basic Services proposed herein are estimated at **\$29,862 with each task authorized individually**.

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

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

By:

THE QUARRY COMMUNITY DEVELOPMENT DISTRICT

Print Name:

Date:

**The Quarry CDD
Preliminary Schedule
Water Quality Monitoring (31 Lakes)**

Task #	Activity	Date	Fixed Fee
ENV-1	Water Quality Sampling and Report	Sampling– October 2022	\$14,931
		Report– November 2022	
ENV-2	Water Quality Sampling and Report	Sampling – March/April 2023	\$14,931
		Report - May 2023	
TOTAL FEE			\$29,862

7Ci.

2022 Shoreline Phase I & Phase II-A – Walk through Punch List

Date: July 14th, 2022
CPH Job No.: Q0513

Invitees attendance list:

(x) Jimmy Glase	Glase Golf
() Bob Radunz	Quarry Golf Club
() Rodney Whisman	Quarry Golf Club
(x) Scott Garvin	The Quarry Community Association
() Chip Harrington	The Quarry Community Association
() Jerry Williams	The Quarry Community Association
() Timothy Cantwell	The Quarry CDD
() Dean Britt	The Quarry CDD
() Justin Faircloth	Inframark, District Manager
(x) Albert Lopez	CPH, Inc.

The following items were found missing or deficient and need to be addressed before a substantial completion can be granted:

Lake #38 / Hole #16

- Ponding water at construction entrance



- Fill material wash-out



- Missing catch basins



Lake #32 / Hole #17

- Fill material washout by rock wall



- Drainage pipe missing anchor, Coconut mat missing staples



Lake #36 / Hole #16

- Fill Material washout at yard drain location, spots missing paspallum grass (various locations)



Lake #47 / Hole #15

- Large amount of weeds between littorals and riprap



- Anchor pipe down (restrooms area), remove large PVC pipe and fill void



Lake #44 / Hole #12

- Fill Material washout at yard drain location



- Missing St. Augustine grass at storage area



General comments:

- 1- Need to control weeds in all areas.

7Civ.



Glase Golf, Inc.
27730 Faygin Lane
Bonita Springs, FL 34135
(239) 777-2800

Quarry CDD - Phase II-B

Work Schedule - Glase Golf

Commencement: March 27, 2023

Substantial Completion: June 24, 2023

Description	Location	March				April				May				June				July					
		6	13	20	27	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30
Mobilization	Mobilization																						
Lake 33	Limestone Trail																						
Lake 37	Treeside Court																						
Lake 36	Shale Ct																						
Lake 32	9221 Quartz Lane																						
Lake 38	Crystal Ct																						
Lake 38	Breakwater																						
Lake 30	Coastline Ct																						
Lake 30	Quarry Dr, East of Hideaway Harbor																						
Lake 30	Quarry Dr, West of Hideaway Harbor																						
Lake 40	Hole 1																						
Lake 30	Hole 3																						
Lake 64	Hole 4																						
Lake 64	Hole 5																						
Lake 59	Hole 7																						
Lake 57	Hole 8																						
Lake 57	Hole 9 Tees																						
Lake 30	Nautical Landing																						
Lake 63	Siesta Bay Dr																						
Lake 63A	Quarry Drive																						
Lake 59	Limestone Lane																						
Lake 57	9212 Ores Cir																						
Lake 57	9238 Ores Cir																						
Lake 58	Gypsum																						
Lake 61	Graphite																						
Lake 62	Quarry Drive																						
Lake 30	Copperrock Ct																						
Lake 30	Marblestone Dr																						
Lake 30	9376 Marblestone Dr																						
Lake 54	Marblestone Dr																						
Lake 50	Quarry Dr																						
Lake 42	Ironstone Ter																						
Lake 44	Cobalt Cove Cir																						
Lake 44	9641 Cobalt Cove Cir																						
Lake 45	Quarry Dr																						
Lake 46	Quarry Dr																						
Lake 48	Quarry Dr / Nickel Ridge																						
Lake 56	Weathered Stone Dr																						
Lake 55	Marblestone Dr																						
Final Clean-Up																							

Quarry CDD - Lake Slope Repairs						
Phase II-B - 2023						
Description	Location	Treatments			Productivity	Days to Complete
		Option 1	Option 2	Option 3		
Lake 33	Limestone Trail			180	250	0.72
Lake 37	Treeside Court			137	250	0.548
Lake 36	Shale Ct	260			125	2.08
Lake 32	9221 Quartz Lane			120	250	0.48
Lake 38	Crystal Ct	625			125	5
Lake 38	Breakwater			590	250	2.36
Lake 30	Coastline Ct			415	250	1.66
Lake 30	Quarry Dr, East of Hideaway Harbor	270			125	2.16
Lake 30	Quarry Dr, West of Hideaway Harbor	195		295	170	3.5
Lake 40	Hole 1		470		170	2.764705882
Lake 30	Nautical Landing	207		356	170	3.311764706
Lake 30	Hole 3	120			125	0.96
Lake 63	Siesta Bay Dr			400	250	1.6
Lake 63A	Quarry Drive			315	250	1.26
Lake 64	Hole 4		80		170	0.470588235
Lake 64	Hole 5		1070		170	6.294117647
Lake 59	Hole 7			300	250	1.2
Lake 59	Limestone Lane			260	250	1.04
Lake 57	Hole 8	571			125	4.568
Lake 57	9212 Ores Cir			85	250	0.34
Lake 57	Hole 9 Tees	405		515	170	5.411764706
Lake 57	9238 Ores Cir			100	250	0.4
Lake 58	Gypsum			80	250	0.32
Lake 61	Graphite			210	250	0.84
Lake 62	Quarry Drive			110	250	0.44
Lake 30	Copperrock Ct			100	250	0.4
Lake 30	Marblestone Dr		130		170	0.764705882
Lake 30	9376 Marblestone Dr			150	250	0.6
Lake 54	Marblestone Dr			100	250	0.4
Lake 50	Quarry Dr		50		170	0.294117647
Lake 42	Ironstone Ter		150		170	0.882352941
Lake 44	Cobalt Cove Cir			385	250	1.54
Lake 44	9641 Cobalt Cove Cir		45		170	0.264705882
Lake 45	Quarry Dr	204		1080		6
Lake 46	Quarry Dr		345	290	170	3.735294118
Lake 48	Quarry Dr / Nickel Ridge		486		170	2.858823529
Lake 56	Weathered Stone Dr			80	250	0.32
Lake 55	Marblestone Dr			120	250	0.48
TOTALS		2857	2826	6773		68.26894118

7Cv

From: Cheryl Ollila <cherylolllila@hotmail.com>

Sent: Monday, July 18, 2022 1:17 PM

To: Faircloth, Justin <justin.faircloth@inframark.com>

Cc: Scott Garvin <Scott.Garvin@fsresidential.com>; Stanley Omland <somland@quarrycdd.org>; Jerry Solomon <jerrymosolomon@gmail.com>; Chip Harrington <quarrychip@gmail.com>; Jerry Williams <gosail@comcast.net>

Subject: Re: HBCDD-Records Request - RE: QCDD-RE: Good morning from the Quarry

Good Afternoon, Justin:

Hope you are doing well. I would like to request this discussion item between you and Scott be added to the August 15, 2022 Quarry CDD (QCDD) Meeting. If I recollect correctly, the QCDD took the position that as part of the erosion project that began in April 2022 and will resume in April 2023; the connections to the collector boxes being installed by the QCDD through its engineer/contractor, would not be paid for by the QCDD as we were informed that no CDD funds could be used for work on private property. Please clarify why the QCDD is saying they cannot pay for the work. Is the QCDD really stating they cannot use FEMA money because it is not on QCDD property? If so I understand this; however, is the QCDD also stating they cannot use normal O & M funds either? This is a very important distinction. What, if anything, prevents the QCDD from completing the entirety of the project?

I have a technical question as well. For the homes in question I believe the QCDD is putting in drainage pipes and a collection basin to prevent shoreline erosion. Will the new catch basins alone fix/eliminate the erosion problem? If so, then why is there any obligation to connect the homes to the catch basins? If on the other hand the piping and catch basins the QCDD is putting in do not completely fix the problem, then why wouldn't the total fix be a responsibility of the QCDD if it is to eliminate erosion? Again, we need clarity on this distinction.

I was advised that in the recent Heritage Bay Umbrella Association Meeting (Tim Cantwell was in attendance and perhaps you were, as well) it was reported by the representative of Heritage Bay CDD they paid for these types of connections at HB for both single family homes and condos/villas. Since that time, Scott has corresponded with the HB GM as well as yourself. My understanding is this item was to be discussed at the June 2022 QCDD Meeting but it was tabled. I was not at that meeting, so does "tabling" this item mean that it will be on the August QCDD Agenda? If the attorney for the QCDD needs to take a position on this subject, it would be appreciated to have that opinion provided in the August QCDD Meeting. As an aside, the CDD has previously assumed responsibility for drainage issue repairs on Fieldstone Lane, a project that is only partially completed. This project also needs to be addressed.

As you are the District Manager for both HB and Quarry CDDs, our desire is to have a similar approach for impacted Quarry homesites/homeowners. As was discussed during the May QCDD Meeting, the QCDD appears to be fairly "flush" with monies, both FEMA and Operating. The collector boxes, shoreline rip-rap and littorals are all part of the QCDD Project to mitigate erosion and, if the potential is there for the QCDD to complete the project by paying for the last part of this project, namely, the connection to the collector boxes similar to HB; the QCA is requesting serious consideration on the part of the QCDD to do the same.

Thank you for your consideration.

Cheryl Ollila

Ninth Order of Business

9A

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

The meeting of the Board of Supervisors of the Quarry Community Development District was held Monday June 20, 2022 at 1:00 p.m. at the Quarry Golf Club, 8950 Weathered Stone Drive, Naples, FL 34120.

Present and constituting a quorum were:

Timothy B. Cantwell	Vice Chairman
Dean Britt (via phone)	Assistant Secretary
Rick Fingeret	Assistant Secretary
Mel Stuckey	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Wes Haber (<i>via phone</i>)	District Counsel
Albert Lopez	District Engineer
Residents	

The following is a summary of the discussions and actions taken at the June 20, 2022 Meeting of The Quarry Community Development District's Board of Supervisors.

FIRST ORDER OF BUSINESS Call to Order

- 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. Cantwell asked if there were any changes to the agenda. There were none.

On MOTION by Mr. Stuckey seconded by Mr. Fingeret with all in favor the agenda was approved as amended. 4-0

FOURTH ORDER OF BUSINESS Public Comments on Agenda Items

- None.

FIFTH ORDER OF BUSINESS **Engineer's Report**
(the meeting recording started at this point in the meeting)

A. Engineer's Written Report

- Mr. Lopez reviewed the status of the FY2022 Shoreline Restoration Project regarding Phases I & II.

B. Field Observation Report

- 5/9/22-5/13/22 Field Observation Report**
- 5/16/22-5/20/22 Field Observation Report**
- 5/23/22-5/28/22 Field Observation Report**
- 5/31/22 Shoreline Phase II Field Observation Report**
- 6/6/22 Shoreline Phase II Field Observation Report**

- Mr. Britt asked questions of Mr. Lopez regarding sidewalk repairs, hole #11, and the project summary pages of his report, Mr. Britt requested an additional column be added entitled *Committed Funds or Estimated Costs to Complete*.
- Mr. Lopez discussed the scheduling of the golf course lakes and residential lakes.
- An update with scheduling will be sent by the QCA. Mr. Lopez will work with Mr. Faircloth on the communication to be broadcast to the whole community

C. Shoreline Phase I & II Construction Progress

i. Fuel Surcharge Analysis

- Mr. Faircloth noted at the last meeting the Board directed staff not to pay any fuel surcharges and have those billed back to Glase Golf.
- Mr. Lopez noted data was received from the carrier showing the need for the fuel surcharges and suggested paying it based on the mileage and support.

On MOTION by Mr. Stuckey seconded by Mr. Fingeret with all in favor authorizing the payment of the fuel surcharge increase of \$31.74 per load at this time, and any additional surcharge amounts to be addressed by the Board at the August meeting, was approved.
4-0

- A discussion ensued on the Golf Club insurance request.
- Mr. Faircloth noted that this would equate to a change order to the contract and Board approval is needed. The District's Attorney would need to provide the modified document for this change.

- The Board authorized District Counsel to prepare a change order to the insurance as listed in the contract with Glase Golf.

D. QE Warranty Update

- Mr. Faircloth noted that Quality Enterprises agreed to cover the expenses for all blocked pipes on the large lake except for one area. Mr. Faircloth and Mr. Lopez will continue to follow up on this warranty work.

E. Stormwater Needs Analysis Report Update

- Bill HP53, Stormwater needs Analysis, was discussed. Mr. Lopez will submit the final report to the County along with the necessary map.

F. Stormwater Lakes Assessment Report Proposal

- This annual report has been done previously and the cost is included in the budget.

On MOTION by Mr. Britt seconded by Mr. Stuckey with all in favor the Stormwater Lakes Assessment Report Proposal for FY2022 in the amount of \$11,500 was accepted as presented. 4-0

SIXTH ORDER OF BUSINESS

New Business

A. Fieldstone Lane Drainage Discussion

- Mr. Faircloth explained the reason for this item. It was noted there are no properties or easements for the CDD in the areas in question. Mr. Faircloth noted that this matter had previously been discussed between Mr. Omland, Mr. Haber, Mr. Lopez, and himself.
- A consensus of the Board was not to take action on the Fieldstone Lane drainage matter at this time.
- Mr. Cantwell requested the Board discuss procedures and protocol for answering homeowner questions addressed to the Board and staff. Mr. Cantwell noted that the basis for the discussion was due to a lengthy letter received by the Board from Mr. Jiri Kovar.
- Mr. Cantwell noted he crafted a response to the letter and sent it to Mr. Haber and Mr. Faircloth. Mr. Haber reviewed and provided comments to the proposed letter.
- Mr. Cantwell noted, the Board, should have a protocol and process in place that gives a unified correct answer for responses to inquiries. He recommended that when Board members receive homeowner questions, to reach out to the District Manager or Legal Counsel to determine who should respond and what is appropriate. The Board had no

objection to Mr. Faircloth sending out the letter as amended with the recommendations from Mr. Haber.

B. American Municipal Tax-Exempt Compliance Arbitrage Rebate Proposal

- Mr. Faircloth noted this is a requirement. This company is the current vendor who has been providing this report and they submitted the proposal for consideration by the Board.

On MOTION by Mr. Stuckey seconded by Mr. Fingeret with all in favor the proposal from American Municipal to provide the Arbitrage Rebate Report was accepted. 4-0

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Approval of the May 16, 2022 Minutes

- Mr. Cantwell asked if there were any corrections or comments on the minutes. There being none,

On MOTION by Mr. Britt seconded by Mr. Stuckey with all in favor the May 16, 2022 meeting minutes were approved. 4-0

B. Acceptance of the Financial Report, and Approval of the Check Register and Invoices of May 2022

- Mr. Faircloth reported after the last meeting we needed to move or migrate some emails to the Records Account and the cost for that was \$249.97.

On MOTION by Mr. Stuckey seconded by Mr. Fingeret with all in favor the financial report and check register and invoices of May 2022 were accepted. 4-0

- Mr. Cantwell commented on the Heritage Bay Umbrella Association and the yearly funds they may send back to the District.

C. Discussion of the Fiscal Year 2023 Budget

- Mr. Cantwell asked if there were any questions on the fiscal year 2023 budget. It was reported the proposed budget has been submitted to the county and it is posted on the District's website.

D. Discussion of Invoice Workflow

- Mr. Faircloth gave a history on the matter and noted the Board may wish to appoint another Supervisor, other than Mr. Omland, to review future invoices as a back up to Mr. Omland. The consensus of the Board was to continue with Mr. Omland's review of the invoices, but decided no further review of invoices was necessary aside from review of the District Manager should Mr. Omland cease to continue the reviews.

E. Discussion and Consideration of the Fiscal Year 2023 Meeting Schedule

- Mr. Cantwell reviewed the schedule and proposed changes.
- Board members agreed to set the annual meeting schedule for fiscal year 2023 at 1:00 p.m. at the Golf Club as follows:
October 17, 2022, November 14, 2022, December 12, 2022, January 9, 2023, February 13, 2023, March 20, 2023, April 17, 2023, May 15, 2023 (Present FY2024 Budget), June 19, 2023, August 14, 2023, (Adoption of FY2024 Budget) and September 18, 2023.

On MOTION by Mr. Stuckey seconded by Mr. Fingeret with all in favor the revised fiscal year 2023 annual meeting schedule was approved as discussed above. 4-0

F. Follow-up Items**i. Status of Resident Complaints**

- There were no additional complaints other than the wall concern previously discussed.
- Moving forward with variance easements as previously approved by the Board. Mr. Faircloth also updated the Board on progress with MRI and the lining of the damaged stormwater pipe.

ii. Variance Easement Report Update

1. Variance Application for 9253 Quarry Drive
2. CPH Variance Review Letter for 9253 Quarry Drive
3. Variance Application for 9262 Marble Stone Drive
4. CPH Variance Review Letter for 9262 Marble Stone Drive

On MOTION by Mr. Stuckey seconded by Mr. Fingeret with all in favor the variance application for 9253 Quarry Drive and variance application for 9262 Marble Stone Drive were approved. 4-0

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

- Mr. Haber had nothing specific to report.

B. Kutak Rock Retention and Fee Agreement

- Mr. Haber noted the change to the new firm's agreement has not been executed. The rates on the previous agreement have not changed and all of Mr. Haber's records, etc. regarding this District are in his possession.

The record will reflect the meeting briefly recessed.

The meeting reconvened and a quorum was re-established.

On MOTION by Mr. Stuckey seconded by Mr. Fingeret with all in favor the contract agreement with the firm of Kutak Rock for District Legal Services was approved. 4-0

- Mr. Stuckey requested to receive a hard copy of each meeting's agenda package to be sent to his home before each meeting.

NINTH ORDER OF BUSINESS**Old Business****A. Gatekeepers Estimate 5448 For Structure W1W4**

The Board tabled the item.

TENTH ORDER OF BUSINESS**Supervisor Requests****A.i. Chairman's Report**

None.

ii. Vice-Chairman's Report

- Mr. Cantwell noted he will give the District Manager copies of the HBUA minutes to distribute to the Board. He also discussed the Board's naming conventions of projects. Mr. Cantwell recommended there should be a project list posted to the District's website with the dates of the project and a brief description included in the naming convention. Mr. Lopez was asked to provide suggestions for future projects and at the August meeting

ELEVENTH ORDER OF BUSINESS**Audience Comments**

None.

TWELFTH ORDER OF BUSINESS**Adjournment**

216
217
218
219
220
221

On MOTION by Mr. Fingeret seconded by Mr. Stuckey with all in
favor the meeting was adjourned at 4:16 p.m. 4-0

Chairperson/Vice-Chairperson

9B

**The Quarry
Community Development District**

Financial Report

July 31, 2022



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**The Quarry
Community Development District**

Financial Statements

(Unaudited)

July 31, 2022

Balance Sheet
July 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	204 - SERIES 2020 DEBT SERVICE FUND	304 - SERIES 2020 CAPITAL PROJECTS FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 372,056	\$ -	\$ -	\$ 372,056
Accounts Receivable	28,730	-	-	28,730
Allow -Doubtful Accounts	(8)	(27)	-	(35)
Assessments Receivable	8	27	-	35
Due From Other Funds	450	-	-	450
Investments:				
Money Market Account	405,976	-	-	405,976
Construction Fund	-	-	3,102,537	3,102,537
Revenue Fund	-	524,797	-	524,797
TOTAL ASSETS	\$ 807,212	\$ 524,797	\$ 3,102,537	\$ 4,434,546
<u>LIABILITIES</u>				
Accounts Payable	\$ 4,169	\$ -	\$ -	\$ 4,169
Accrued Expenses	18,400	-	-	18,400
Due To Other Funds	-	-	450	450
TOTAL LIABILITIES	22,569	-	450	23,019
<u>FUND BALANCES</u>				
Restricted for:				
Debt Service	-	524,797	-	524,797
Capital Projects	-	-	3,102,087	3,102,087
Assigned to:				
Operating Reserves	121,179	-	-	121,179
Reserves - Other	50,000	-	-	50,000
Unassigned:	613,464	-	-	613,464
TOTAL FUND BALANCES	\$ 784,643	\$ 524,797	\$ 3,102,087	\$ 4,411,527
TOTAL LIABILITIES & FUND BALANCES	\$ 807,212	\$ 524,797	\$ 3,102,537	\$ 4,434,546

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-22 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 200	\$ 543	271.50%	\$ 120
Golf Course Revenue	114,918	114,918	100.00%	28,730
Interest - Tax Collector	-	171	0.00%	7
Special Assmnts- Tax Collector	814,044	814,044	100.00%	-
Special Assmnts- Discounts	(32,562)	(30,440)	93.48%	-
Other Miscellaneous Revenues	-	48,250	0.00%	-
TOTAL REVENUES	896,600	947,486	105.68%	28,857

EXPENDITURES

Administration

P/R-Board of Supervisors	12,000	8,600	71.67%	-
FICA Taxes	918	658	71.68%	-
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Engineering	45,000	42,320	94.04%	10,250
ProfServ-Legal Services	21,000	30,288	144.23%	-
ProfServ-Legal Litigation	25,000	-	0.00%	-
ProfServ-Mgmt Consulting	58,710	48,925	83.33%	4,893
ProfServ-Other Legal Charges	-	21,750	0.00%	-
ProfServ-Property Appraiser	36,341	-	0.00%	-
ProfServ-Trustee Fees	4,040	4,041	100.02%	-
Auditing Services	4,900	-	0.00%	-
Website Compliance	1,553	1,164	74.95%	-
Postage and Freight	600	407	67.83%	59
Insurance - General Liability	6,246	6,216	99.52%	-
Printing and Binding	500	71	14.20%	8
Legal Advertising	4,000	1,484	37.10%	-
Miscellaneous Services	2,000	-	0.00%	-
Misc-Bank Charges	500	499	99.80%	76
Misc-Special Projects	20,000	10,550	52.75%	(8,700)
Misc-Assessment Collection Cost	16,281	15,672	96.26%	-
Misc-Contingency	1,000	92	9.20%	3
Office Supplies	250	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	261,614	192,912	73.74%	6,589

Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Period Ending July 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-22 ACTUAL
<u>Field</u>				
ProfServ-Field Management	5,000	3,750	75.00%	-
Contracts-Preserve Maintenance	103,832	76,998	74.16%	-
Contracts - Lake Maintenance	65,004	54,170	83.33%	5,417
R&M-General	70,000	-	0.00%	-
R&M-Lake	200,000	71,120	35.56%	27,420
R&M-Weed Harvesting	60,000	46,995	78.33%	3,470
R&M-Buoys	7,500	-	0.00%	-
Miscellaneous Maintenance	6,170	56,150	910.05%	-
Water Quality Testing	17,480	29,900	171.05%	2,990
Capital Projects	50,000	-	0.00%	-
Total Field	584,986	339,083	57.96%	39,297
<u>Reserves</u>				
Reserve - Other	50,000	-	0.00%	-
Total Reserves	50,000	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	896,600	531,995	59.33%	45,886
Excess (deficiency) of revenues				
Over (under) expenditures	-	415,491	0.00%	(17,029)
Net change in fund balance	\$ -	\$ 415,491	0.00%	\$ (17,029)
FUND BALANCE, BEGINNING (OCT 1, 2021)	369,152	369,152		
FUND BALANCE, ENDING	\$ 369,152	\$ 784,643		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-22 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 55	0.00%	\$ 20
Special Assmnts- Tax Collector	1,608,706	1,608,706	100.00%	-
Special Assmnts- Discounts	(64,348)	(60,155)	93.48%	-
TOTAL REVENUES	1,544,358	1,548,606	100.28%	20
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	32,174	30,971	96.26%	-
Total Administration	32,174	30,971	96.26%	-
<u>Debt Service</u>				
Principal Debt Retirement	1,166,000	1,065,000	91.34%	-
Interest Expense	332,186	319,082	96.06%	-
Total Debt Service	1,498,186	1,384,082	92.38%	-
TOTAL EXPENDITURES	1,530,360	1,415,053	92.47%	-
Excess (deficiency) of revenues				
Over (under) expenditures	13,998	133,553	n/a	20
<u>OTHER FINANCING SOURCES (USES)</u>				
Operating Transfers-Out	-	(939)	0.00%	-
Contribution to (Use of) Fund Balance	13,998	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	13,998	(939)	n/a	-
Net change in fund balance	\$ 13,998	\$ 132,614	n/a	\$ 20
FUND BALANCE, BEGINNING (OCT 1, 2021)	392,183	392,183		
FUND BALANCE, ENDING	\$ 406,181	\$ 524,797		

Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Period Ending July 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-22 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 120	0.00%	\$ 13
Hurricane Irma FEMA Refund	-	959,048	0.00%	-
TOTAL REVENUES	-	959,168	0.00%	13
<u>EXPENDITURES</u>				
<u>Construction In Progress</u>				
Construction in Progress	-	43,196	0.00%	-
Total Construction In Progress	-	43,196	0.00%	-
<u>Debt Service</u>				
Principal Prepayments	-	1,351,000	0.00%	-
Total Debt Service	-	1,351,000	0.00%	-
TOTAL EXPENDITURES	-	1,394,196	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	-	(435,028)	0.00%	13
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	939	0.00%	-
TOTAL FINANCING SOURCES (USES)	-	939	0.00%	-
Net change in fund balance	\$ -	\$ (434,089)	0.00%	\$ 13
FUND BALANCE, BEGINNING (OCT 1, 2021)	-	3,536,176		
FUND BALANCE, ENDING	\$ -	\$ 3,102,087		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2022

													TOTAL					
Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Projected	Sep Projected	Total	Actual Thru 7/31/2022	Projected Next 2 Mths	FY2022 Total	Adopted Budget	% of Budget
Revenues																		
Interest - Investments	\$ 44	\$ 32	\$ 20	\$ 40	\$ 47	\$ 52	\$ 50	\$ 52	\$ 85	\$ 120	\$ 17	\$ 17	\$ 576	\$ 543	\$ 33	\$ 576	\$ 200	288%
Golf Course Revenue	4,500	24,230	-	28,730	-	-	28,730	-	-	28,730	-	-	114,920	114,918	-	114,918	114,918	100%
Interest - Tax Collector	-	-	-	144	-	-	19	-	-	7	-	-	170	171	-	171	-	0%
Special Assmnts- Tax Collector	4,046	233,261	498,342	33,720	10,105	6,060	19,069	4,595	4,846	-	-	-	814,044	814,044	-	814,044	814,044	100%
Special Assmnts- Discounts	(212)	(9,330)	(19,934)	(982)	(182)	(61)	(6)	52	215	-	-	-	(30,440)	(30,440)	-	(30,440)	(32,562)	93%
Other Miscellaneous Revenues	1,500	-	500	1,000	-	500	-	1,000	43,750	-	-	-	48,250	48,250	-	48,250	-	0%
Total Revenues	9,878	248,193	478,928	62,652	9,970	6,551	47,862	5,699	48,896	28,857	17	17	947,520	947,486	33	947,519	896,600	106%
Expenditures																		
Administrative																		
P/R-Board of Supervisors	800	800	1,600	800	-	1,600	1,000	800	1,200	-	1,000	1,000	10,600	8,600	2,000	10,600	12,000	88%
FICA Taxes	61	61	122	61	-	122	77	61	92	-	77	77	811	658	154	812	918	88%
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	600	600	-	600	600	600	100%
ProfServ-Engineering	2,909	10,225	14,858	720	-	1,280	793	1,285	-	10,250	-	-	42,320	42,320	-	42,320	45,000	94%
ProfServ-Legal Services	-	-	7,156	-	7,530	-	-	12,916	2,687	-	-	-	30,289	30,288	-	30,288	21,000	144%
ProfServ-Legal Litigation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
ProfServ-Mgmt Consulting	4,893	4,893	4,893	4,893	4,893	4,893	4,893	4,893	4,893	4,893	4,893	4,893	58,715	48,925	9,785	58,710	58,710	100%
ProfServ-Other Legal Charges	-	15,563	(1,938)	5,438	-	1,750	938	-	-	-	-	-	21,751	21,750	-	21,750	-	0%
ProfServ-Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	36,341	36,341	-	36,341	36,341	36,341	100%
ProfServ-Trustee Fees	-	-	-	-	3,030	1,010	-	-	-	-	-	-	4,040	4,041	-	4,041	4,040	100%
Auditing Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,900	0%
Website Compliance	388	-	388	-	-	-	388	-	-	-	-	-	1,164	1,164	-	1,164	1,553	75%
Postage and Freight	5	6	44	201	10	53	-	12	18	59	-	-	408	407	-	407	600	68%
Insurance - General Liability	6,216	-	-	-	-	-	-	-	-	-	-	-	6,216	6,216	-	6,216	6,246	100%
Printing and Binding	5	6	3	10	6	10	-	18	5	8	-	-	71	71	-	71	500	14%
Legal Advertising	-	679	266	-	-	252	287	-	-	-	-	-	1,484	1,484	-	1,484	4,000	37%
Miscellaneous Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0%
Misc-Bank Charges	74	60	50	-	-	37	69	68	66	76	-	-	500	499	-	499	500	100%
Misc-Special Projects	675	750	700	1,125	825	1,375	-	2,350	11,450	(8,700)	-	-	10,550	10,550	-	10,550	20,000	53%
Misc-Assessment Collection Cost	77	4,479	9,568	655	198	120	381	93	101	-	-	-	15,672	15,672	-	15,672	16,281	96%
Misc-Contingency	-	-	-	89	-	-	-	-	-	3	-	-	92	92	-	92	1,000	9%
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	250	0%
Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	175	-	175	175	100%
Total Administrative	16,278	37,522	37,710	13,992	16,492	12,502	8,826	22,496	20,512	6,589	5,970	42,911	241,799	192,912	48,880	241,792	261,614	92%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2022

													TOTAL					
Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Projected	Sep Projected	Total	Actual Thru 7/31/2022	Projected Next 2 Mths	FY2022 Total	Adopted Budget	% of Budget
<u>Field</u>																		
ProfServ-Field Management	417	417	417	417	417	417	417	417	417	-	-	-	3,753	3,750	-	3,750	5,000	75%
Contracts-Preserve Maintenance	25,958	(875)	-	25,958	-	-	-	25,958	-	-	25,958	-	102,957	76,998	25,958	102,956	103,832	99%
Contracts - Lake Maintenance	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	5,417	65,004	54,170	10,834	65,004	65,004	100%
R&M-General	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	70,000	0%
R&M-Lake	-	-	-	-	-	-	-	16,575	27,125	27,420	-	-	71,120	71,120	-	71,120	200,000	36%
R&M-Weed Harvesting	-	-	25,395	4,995	5,590	-	-	-	7,545	3,470	-	-	46,995	46,995	-	46,995	60,000	78%
R&M-Buoys	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,500	0%
Miscellaneous Maintenance	-	-	-	45,350	-	-	-	10,800	-	-	-	-	56,150	56,150	-	56,150	6,170	910%
Water Quality Testing	-	-	7,475	7,475	-	-	-	11,960	-	2,990	-	-	29,900	29,900	-	29,900	17,480	171%
Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Total Field	31,792	4,959	38,704	89,612	11,424	5,834	5,834	71,127	40,504	39,297	31,375	5,417	375,879	339,083	36,792	375,875	584,986	64%
Total Expenditures	48,070	42,481	76,414	103,604	27,916	18,336	14,660	93,623	61,016	45,886	37,344	48,328	617,678	531,995	85,672	617,667	846,600	73%
<u>Reserves</u>																		
Reserve - Other	-	-	-	-	-	-	-	-	-	-	-	50,000	50,000	-	50,000	50,000	50,000	100%
Total Reserves	-	-	-	-	-	-	-	-	-	-	-	50,000	50,000	-	50,000	50,000	50,000	100%
Total Expenditures & Reserves	48,070	42,481	76,414	103,604	27,916	18,336	14,660	93,623	61,016	45,886	37,344	98,328	667,678	531,995	135,672	667,667	896,600	74%
Excess (deficiency) of revenues Over (under) expenditures	(38,192)	205,712	402,514	(40,952)	(17,946)	(11,785)	33,202	(87,924)	(12,120)	(17,029)	(37,327)	(98,311)	279,843	415,491	(135,639)	279,853	-	0%
<u>Other Financing Sources (Uses)</u>																		
Contribution to (Use of) Fund Balance	-	-	-	-	-	-	-	-	-	-	(37,327)	(98,311)	-	-	(135,639)	(135,639)	-	0%
Total Financing Sources (Uses)	-	-	-	-	-	-	-	-	-	-	(37,327)	(98,311)	-	-	(135,639)	(135,639)	-	0%
Net change in fund balance	\$ (38,192)	\$ 205,712	\$ 402,514	\$ (40,952)	\$ (17,946)	\$ (11,785)	\$ 33,202	\$ (87,924)	\$ (12,120)	\$ (17,029)	\$ (37,327)	\$ (98,311)	\$ 279,843	\$ 415,491	\$ (135,639)	\$ 279,853	\$ -	0%
Fund Balance, Beginning (Oct 1, 2021)													-	369,152	-	369,152	369,152	
Fund Balance, Ending													\$ 279,843	\$ 784,643	\$ (135,639)	\$ 649,005	\$ 369,152	

THE QUARRY

Community Development District

*Statement of Revenue and Expenditures - All Funds***Notes to the Financial Statements***July 31, 2022***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 83.33%***Variance Analysis**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
Other Miscellaneous Revenue	\$0	\$48,250	0%	\$5,000 variance zoning from easement payments (10 @ \$500 each); Heritage Bay Umbrella \$43,750
Expenditures				
<u>Administration</u>				
ProfServ-Engineering	\$45,000	\$42,320	94%	CPH fees & water monitoring thru Apr 2022; Phase I & II plans/civil design
ProfServ-Legal Services	\$21,000	\$30,288	144%	Hopping Green & Sams legal fees thru Oct; Kutak Rock thru Apr fees
ProfServ-Other Legal Charges	\$0	\$21,750	0%	Disaster Law & Consulting, legal fees thru Feb
ProfServ-Trustee Fees	\$4,040	\$4,041	100%	U.S. Bank trustee fees paid in full
Website Compliance	\$1,553	\$1,164	75%	Innersync Studio, quarterly web/compliance services
Insurance - General Liability	\$6,246	\$6,216	100%	EGIS Insurance FY 2022 paid in full
Misc-Bank Charges	\$500	\$499	100%	Bank analysis fees to-date
<u>Field</u>				
Contracts-Preserve Maintenance	\$103,832	\$76,998	74%	Peninsula Improvement, quarterly maintenance
Miscellaneous Maintenance	\$6,170	\$56,150	910%	M.R.I. Underwater Specialists, storm drain cleaning
Water Quality Testing	\$17,480	\$29,900	171%	CPH water quality monitoring thru Apr 2022

**The Quarry
Community Development District**

Supporting Schedules

July 31, 2022

**Non-Ad Valorem Special Assessments - Collier County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2022**

					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				\$ 2,422,750	\$ 814,044	\$ 1,608,706
Allocation %				100.00%	33.60%	66.40%
<i>Real Estate - Installment</i>						
10/28/21	\$ 11,181	\$ 632	\$ 228	\$ 12,041	\$ 4,046	\$ 7,995
11/04/21	74,126	3,152	1,513	78,790	26,474	52,317
11/11/21	285,439	12,136	5,825	303,400	101,942	201,458
12/23/21	666	21	14	701	235	465
01/21/22	5,097	161	104	5,361	1,801	3,560
04/13/22	5,941	-	121	6,062	2,037	4,025
<i>Real Estate - Current</i>						
11/26/21	293,566	12,481	5,991	312,039	104,845	207,194
12/03/21	1,184,323	50,354	24,170	1,258,846	422,972	835,874
12/23/21	210,369	8,752	4,293	223,414	75,067	148,347
01/21/22	90,391	2,761	1,845	94,997	31,919	63,078
02/22/22	28,943	541	591	30,075	10,105	19,970
03/14/22	17,499	180	357	18,037	6,060	11,976
04/13/22	49,659	19	1,013	50,692	17,032	33,659
05/09/22	13,554	(155)	277	13,676	4,595	9,081
06/14/22	5,570	(166)	114	5,518	1,854	3,664
<i>Real Estate - Delinquent</i>						
06/17/22	9,189	(273)	188	9,103	3,059	6,045
TOTAL	\$ 2,285,512	\$ 90,595	\$ 46,643	\$ 2,422,751	\$ 814,044	\$ 1,608,706
% COLLECTED				100.00%	100.00%	100.00%

Cash & Investment Report
July 31, 2022

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Operating - Checking Account	Hancock Whitney	0.00%	\$ 372,056
Public Funds MMA Variance Account	BankUnited	0.35%	405,976
		Subtotal	<u>778,032</u>
Series 2020 Revenue Fund	U.S. Bank	0.01%	524,797
Series 2020 Construction Fund	U.S. Bank	0.01%	3,102,537
		Subtotal	<u>3,627,333</u>
		Total	<u><u>\$ 4,405,365</u></u>

Bank Account No. 3489 Hancock & Whitney Bank General Fund
Statement No. 07-22
Statement Date 7/31/2022

G/L Balance (LCY)	372,055.79	Statement Balance	381,287.31
G/L Balance	372,055.79	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	381,287.31
Subtotal	372,055.79	Outstanding Checks	9,231.52
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	372,055.79	Ending Balance	372,055.79
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
7/21/2022	Payment	8429	FEDEX	48.56	0.00	48.56
7/26/2022	Payment	8431	PENINSULA IMPROVEMENT CORP.	8,887.00	0.00	8,887.00
7/26/2022	Payment	8432	MJS GOLF SERVICES LLC	295.96	0.00	295.96
Total Outstanding Checks.....				9,231.52		9,231.52

**Series 2020 (FEMA Project)
Acquisition and Construction - General
FY 9/30/2022**

SOURCES OF FUNDS		TOTAL
10/1/2021	State of Florida	\$ 3,350,061.50
10/26/2021	State of Florida	828,145.56
10/26/2021	State of Florida	46,008.09
11/17/2021	State of Florida	94,901.34
11/17/2021	State of Florida	91,213.19
12/21/2021	State of Florida	65,726.88
12/17/2021	FEMA check sent to U.S. Bank exceeded actual checks	(450.00)
1/10/2022	State of Florida	18,585.00
1/10/2022	State of Florida	1,032.50
Total		\$ 4,495,224.06

LESS:		
11/1/2021	Debt Service - Principal Prepayment	1,351,000.00

DEPOSIT - Acquisition and Construction - General	\$ 3,144,674.06
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OTHER SOURCES

11/1/2021	Transfer from Revenue Acct 4004	938.50
	Dividends thru 7/31/2022	119.60

TOTAL SOURCES OF FUNDS	\$ 1,058.10
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USE OF FUNDS:

DATE	VENDOR REQUISITIONS	REQ #	PENDING	TOTAL
4/27/2022	CPH	1		4,940.00
4/27/2022	Kutak Rock LLP	2		988.00
5/24/2022	Midwest Construction Products Corp	3		475.00
5/16/2022	Midwest Construction Products Corp	4		3,000.00
5/16/2022	Midwest Construction Products Corp	5		7,900.00
5/24/2022	Kutak Rock LLP	6		1,776.45
5/24/2022	CPH	7		11,615.40
6/9/2022	Kutak Rock LLP	8		1,378.00
6/9/2022	Midwest Construction Products Corp	9		1,900.00
6/9/2022	Midwest Construction Products Corp	10		4,800.00
6/9/2022	Midwest Construction Products Corp	11		1,425.00
6/9/2022	Crosscreek Environmental LLC	12		2,997.66
Total Requisitions				43,195.51
TOTAL CONSTRUCTION ACCOUNT BALANCE @ 7/31/22				\$ 3,102,536.65

THE QUARRY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 6/1/22 to 7/31/22

(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
HANCOCK & WHITNEY BANK GENERAL FUND - (ACCT# XXXXX3489)									
Check	8415	06/02/22	Vendor	MJS GOLF SERVICES LLC	19920	FILL DIRT - LAKE BANK RESTORATION	R&M-Lake	001-546042-53901	\$263.41
Check	8416	06/07/22	Vendor	THE QUARRY CDD - C/O U.S. BANK N.A.	06022022-204	ASSESSMENT COLLECTIONS 2021-2022	Due From Other Funds	131000	\$8,999.93
Check	8418	06/14/22	Vendor	INFRAMARK LLC	77666	MAY 2022 MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,892.50
Check	8418	06/14/22	Vendor	INFRAMARK LLC	77666	MAY 2022 MGMT FEES	Printing and Binding	001-547001-51301	\$11.94
Check	8418	06/14/22	Vendor	INFRAMARK LLC	77666	MAY 2022 MGMT FEES	Postage and Freight	001-541006-51301	\$5.30
Check	8418	06/14/22	Vendor	INFRAMARK LLC	77666	MAY 2022 MGMT FEES	ProfServ-Field Management	001-531016-53901	\$416.67
Check	8418	06/14/22	Vendor	INFRAMARK LLC	77666	MAY 2022 MGMT FEES	Misc-Special Projects	001-549053-51301	\$1,700.00
Check	8419	06/14/22	Vendor	KUTAK ROCK LLP	306416816823-1	GEN COUNSEL THRU APRIL 2022	ProfServ-Legal Services	001-531023-51401	\$2,504.50
Check	8419	06/14/22	Vendor	KUTAK ROCK LLP	306417116823-7	GOLF CLUB LAKE CONVEYANCE THRU APRIL 2022	ProfServ-Legal Services	001-531023-51401	\$182.00
Check	8420	06/14/22	Vendor	MIDWEST CONSTRUCTION PRODUCTS CORP	0079025-IN	PHASE I CONSTRUCTION PROJECT MATERIALS	R&M-Lake	001-546042-53901	\$1,020.00
Check	8421	06/28/22	Employee	MARION M. STUCKEY	PAYROLL	June 28, 2022 Payroll Posting			\$184.70
Check	8423	06/27/22	Vendor	COLLIER COUNTY TAX COLLECTOR	061722	POSTAGE FOR MAILINGS	Postage and Freight	001-541006-51301	\$12.74
Check	8424	06/27/22	Vendor	CPH	141625	ENG SVCS STROMWATER ANALYSIS 5/15/22	Misc-Special Projects	001-549053-51501	\$9,500.00
Check	8425	06/27/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV008763	MAY LAKE / LITTORAL MAINT	Contracts - Lake Maintenance	001-534345-53901	\$5,417.00
Check	8425	06/27/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV008764	MAY WEEDOO CUT / HARVEST @ BEACH	R&M-Weed Harvesting	001-546486-53901	\$7,545.00
Check	8426	06/27/22	Vendor	MJS GOLF SERVICES LLC	19833	6"-12" RIP RAP	R&M-Lake	001-546042-53901	\$4,230.41
Check	8426	06/27/22	Vendor	MJS GOLF SERVICES LLC	19889	6"-12" RIP RAP	R&M-Lake	001-546042-53901	\$21,294.42
Check	8427	06/27/22	Vendor	CROSSCREEK ENVIRONMENTAL INC	11133	INSTALLATION OF SPIKE RUSH	R&M-Lake	001-546042-53901	\$580.45
Check	8428	07/14/22	Vendor	THE QUARRY CDD - C/O U.S. BANK N.A.	07072022-204	ASSESSMENT COLLECTIONS 2021-22	Due From Other Funds	131000	\$9,799.86
Check	8429	07/21/22	Vendor	FEDEX	7-801-92358	FEDEX TO U.S. BANK LOCK BOX	Postage and Freight	001-541006-51301	\$48.56
Check	8430	07/21/22	Vendor	MJS GOLF SERVICES LLC	19969	FILL DIRT - LAKE BANK RESTORATION	R&M-Lake	001-546042-53901	\$2,069.97
Check	8430	07/21/22	Vendor	MJS GOLF SERVICES LLC	19980	STONE DELIVERY	R&M-Lake	001-546042-53901	\$524.68
Check	8430	07/21/22	Vendor	MJS GOLF SERVICES LLC	19841	FILL DIRT	R&M-Lake	001-546042-53901	\$4,598.80
Check	8430	07/21/22	Vendor	MJS GOLF SERVICES LLC	19876	FILL DIRT	R&M-Lake	001-546042-53901	\$5,735.73
Check	8430	07/21/22	Vendor	MJS GOLF SERVICES LLC	19885	FILL DIRT	R&M-Lake	001-546042-53901	\$6,281.86
Check	8430	07/21/22	Vendor	MJS GOLF SERVICES LLC	19898	FILL DIRT	R&M-Lake	001-546042-53901	\$1,366.69
Check	8430	07/21/22	Vendor	MJS GOLF SERVICES LLC	19916	FILL DIRT	R&M-Lake	001-546042-53901	\$1,088.92
Check	8430	07/21/22	Vendor	MJS GOLF SERVICES LLC	19926	FILL DIRT	R&M-Lake	001-546042-53901	\$3,270.56
Check	8430	07/21/22	Vendor	MJS GOLF SERVICES LLC	19964	FILL DIRT	R&M-Lake	001-546042-53901	\$2,186.62
Check	8431	07/26/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV008841	CUT / HARVEST AT BEACH	R&M-Weed Harvesting	001-546486-53901	\$3,470.00
Check	8431	07/26/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV008839	MONTHLY LAKE/LITTORAL MAINT	Contracts - Lake Maintenance	001-534345-53901	\$5,417.00
Check	8432	07/26/22	Vendor	MJS GOLF SERVICES LLC	20091	FILL DIRT	R&M-Lake	001-546042-53901	\$295.96
ACH	DD112	06/28/22	Employee	TIMOTHY B. CANTWELL	PAYROLL	June 28, 2022 Payroll Posting			\$134.70
ACH	DD113	06/28/22	Employee	DEAN A. BRITT	PAYROLL	June 28, 2022 Payroll Posting			\$184.70
Account Total									\$115,235.58

9Dii.

VARIANCE EASEMENTS							
PENDING APPLICATIONS							
Applicant		Property Address	Email	Scope of Work	Application Received by Inframark	Application sent to Albert	Pending Further Review
Surname	First Name						
	Quartz Cove at the Quarry Condominium Association, Inc	5435 Jaeger Road #4		Fountain installation request			
Peterson	Mark & Jane - Trustees JMP Investment Holdings	9262 Marble Stone Drive	mpp@mrrhino.com jmp@mrrhino.com	Dock and boat lift	17-May-22	6-Jun-22	
Haidet	Andrew & Whitney	9253 Quarry Drive	haidetmd@gmail.com	floating dock and lift	25-May-22	6-Jun-22	

APPROVED APPLICATIONS								
Applicant		Property Address	Email	Scope of Work	Application Received by Inframark	Application sent to Albert	Application Approved	Recorded
Surname	First Name							
Friday	Tamara & Charles	9337 Quarry Drive	charles.Friday@icloud.com	Install dock, firepit and walkway from the driveway to the dock	11-Mar-22	11-Mar-22	18-Apr-22	17-Jun-22
Stowell	Matt	9324 Granite Ct	mjstowell@gmail.com	dock lift	11-Mar-22	11-Mar-22	18-Apr-22	20-Jun-22
		9416 Copper Rock Court		encroachment into the 7.5' drainage easement			21-Mar-22	
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	16-Aug-21	16-Aug-21	23-Feb-22	17-Jun-22
Mulvey	Andy	9403 Copper Rock Court	awmmdp@yahoo.com	installation of boat dock behind home	6-Oct-21	11-Oct-21	15-Nov-21	
Beatty	Dustin	9179 Flint Ct	dustinbeatty@icloud.com	floating dock and 4400# lift	22-Jul-21		15-Nov-21	
Hill	D. Kent	9407 Quarry Dr	hillkent@hotmail.com	H shaped dock with boat lift and canopy	11-Oct-21		15-Nov-21	withdrawn
Martins	Richard & Elaine	9075 Graphite Circle	REJMM5@aol.com	install J design dock	25-Aug-21	25-Aug-21	20-Sep-21	17-Nov-21

Turnman	Timothy & Linda	9237 Gypsum Way	ltturnman@aol.com	moved dock from 9172 Flint Ct	6-Jan-21	11-Jan-21	4-Feb-21	15-Nov-21
Curry	Kevin	9176 Flint Ct	kevincurry.55@gmail.com	Boat lift and repair	15-Oct-20	12-Nov-20	Yes	
DaBaene	Kenneth	9043 Graphite Circle	kendabaene@yahoo.com	Repair walkway	15-Oct-20	12-Nov-20	Yes	
Forster	Barbara	9286 Marblestone Dr	m@forsterusa.com	Boat dock installation	Yes		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	Yes	
Kramer	Adrian L	9396 Slate Ct	akramer@hollyconst.com	boat deck	11-Dec-19	11-Dec-19	Yes	
McFarlene	Tracy	9273 Quarry Drive	audiotracy@gmail.com	installing floating dock 15 x 20 w/6' walkway	22-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	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	Yes	
Taylor	Scott J and Rhonda M.	9332 Granite Ct	sjtoneup@gmail.com	paver walkway to dock with paver landing in front of deck	6-Nov-19	11-Dec-19	Yes	Taylor
Heidet	Andrew & Whitney	9253		floating dock and Lift	6-Nov-19	11-Dec-19	Yes	13-Jul-22

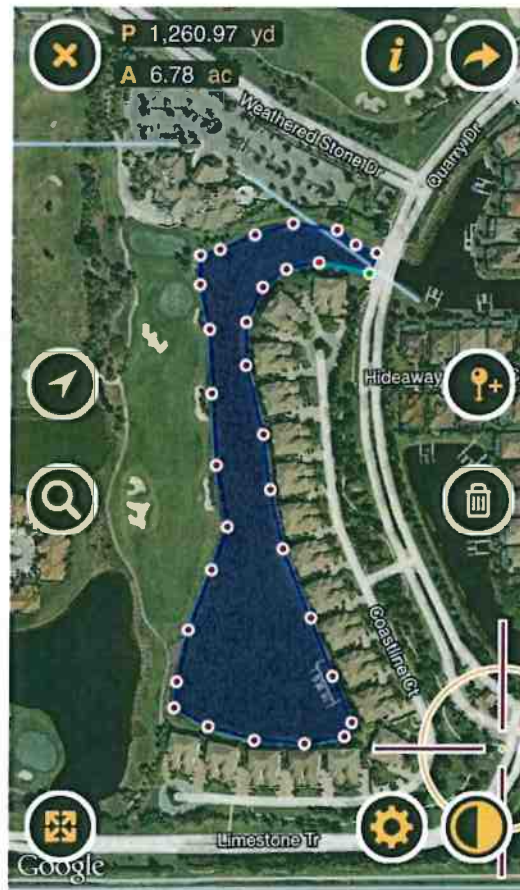
9F.

Quarry Illinois Pond Weed Test Treatment

Total acreage- 7 ac

Treated acres- 5ac

Mix- 10g diquat + 20g aquathol + 5g Calcis



Treatment date June 8, 2022

Pretreatment pictures



Pretreatment



Post treatment pictures

August 5, 2022



Post Treatment



Test observations

On June 8th, 2022, a test treatment was applied at The Quarry behind the golf club house for Illinois pond weed. This treatment had the addition of Calcis, a liquid lime supplement, which is used to raise alkalinity and hardness. Calcis was added to our normal mixture of .5 gal diquat plus 1gal Aquathol per treated acre foot of water. Weather was sunny and wave action minimal.

Seven weeks post treatment results were very limited. There appeared to be some effect on the pond weed initially, but post treatment now shows no noticeable difference between a treatment with Calcis added versus no Calcis added. The pondweed at Quarry gets a calcium coating over the leaves which negatively effects herbicide efficacy as herbicide needs to come in direct contact with the leaf and stem surfaces to be effective. The addition of Calcis to our herbicide mixture seemed to have no impact on this efficacy problem. It does not appear that further testing is warranted.

Jeremy Hardin



8/5/22

SPRAY POLICY

Collier Environmental Services crews will stop spray activities when working in open areas if wind speeds steadily exceed 7.5 miles per hour. Crew leaders will have anemometers available for measuring wind speeds.

Eleventh Order of Business

11A.

PREPARED BY AND RETURN TO:

*Diane M. Simons, Esq.
Simons Law Group,
PLLC 1705 Colonial
Blvd., Suite C3 Fort
Myers, FL 33907*

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“AGREEMENT”) is made and entered into on _____, 2022, by and among **QUARTZ COVE AT THE QUARRY CONDOMINIUM ASSOCIATION, INC.** (“QUARTZ COVE”), **QUARRY COMMUNITY DEVELOPMENT DISTRICT**, an independent special district (the “CDD”) and **QUARRY GOLF CLUB, INC.** (the “CLUB”). The parties named *supra* shall individually each be a “Party” and shall collectively be known as the “Parties”.

WITNESSETH:

WHEREAS, QUARTZ COVE is the condominium under the Declaration of Condominium of Quartz Cove at The Quarry, a Condominium, recorded January 3, 2007, in Official Record Book 4163, Pages 2766 through 2899 of the Public Records of Collier County, Florida, as amended and supplemented from time to time (the “Declaration”) and owns and maintains certain real property included in the Common Elements as defined by the Declaration and located on Tract “K”, according to the plat of Quarry Phase 1, Plat Book 42, pages 57-67 of the Public Records of Collier County Florida (the “QUARTZ COVE Parcel”); and

WHEREAS, the CDD is the owner in fee simple and is in possession of those certain parcels of land legally described as Tracts “L-32” and “L34”, Quarry Phase 1A, according to the plat thereof recorded in Plat Book 42, Page 31, Public Records of Collier County, Florida (collectively, the “CDD Parcel”); and

WHEREAS, the CLUB is the owner in fee simple and is in possession of that certain parcel of land legally described as Tract GC-1 of Quarry Phase 1A, according to the Plat thereof as recorded in Plat Book 42 at Page 31 of the Public Records of Collier County, Florida (the “CLUB Parcel”); and

WHEREAS, QUARTZ COVE has requested and has been granted approval from the CDD and the CLUB to install two (2) lake fountains, which shall be lighted and have a spray height of no more than fifteen (15) feet, in the lakes on the CDD Parcel (the “Fountains”). The CDD and the CLUB have agreed to grant nonexclusive easements for the purpose of allowing QUARTZ COVE access over the CLUB Parcel and the CDD Parcel in order to install and maintain the Fountains in the lakes located on the CDD Parcel.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained together with other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The CDD, its successors and assigns, hereby grants a non-exclusive easement to QUARTZ COVE and its contractors or subcontractors and authorized agents for ingress and egress over, under, through and across the easement areas described in the attached **Composite Exhibit “A”** (the “CDD Easement Areas”) for the purpose of installing, operating, maintaining, repairing and replacing the Fountains,

including placement of utility lines over and across the CDD Easement Areas. The Fountains shall be installed in accordance with the certain estimate titled Fountain Installation Estimate, dated May 3, 2022, and prepared by Trademark Water Systems (the "Estimate"). Any variation from the Estimate affecting the CDD Easement areas must be approved by the CDD in writing. QUARTZ COVE shall be responsible for all costs associated with the installation and maintenance of the Fountains and placement of utilities through the CDD Easement Areas. QUARTZ COVE shall be responsible to ensure that there is no damage to the CDD Easement Areas and to ensure that said areas disturbed by said installation or maintenance or repairs or replacement of the Fountains are returned to their original condition at QUARTZ COVE's sole cost and expense. The CDD may designate the contractor for repair or replacement of any damage to the CDD Easement Areas or may perform the work and submit invoices to QUARTZ COVE for reimbursement. QUARTZ COVE shall pay same within ten (10) days of written demand (the "Payment Deadline"), absent which payment, the total amount due shall bear interest at the rate of eighteen percent (18%) per annum, and the CDD shall have all other rights and remedies available at law or in equity (the "Reimbursement Obligation"). In addition to the CDD's rights set forth in the prior sentence, should QUARTZ COVE fail to make payment within thirty (30) days of the Payment Deadline, the CDD shall have the right, but not the obligation, to remove the Fountains and related improvements and QUARTZ COVE shall be obligated to reimburse the CDD for the costs of such removal, including the costs to repair any damage resulting from the removal (the "Removal Reimbursement"). The Removal Reimbursement shall be subject to the same terms as the Reimbursement Obligation.

3. The CLUB, its successors and assigns, hereby grants a non-exclusive easement to QUARTZ COVE and its contractors or subcontractors and authorized agents for ingress and egress over, under, through and across the easement area depicted in the attached **Exhibit "B"** (the "CLUB Easement Area" – collectively with the CDD Easement Areas, the "Easement Areas") for the purpose of installing, operating, maintaining, repairing and replacing the Fountains, including placement of utility lines over and across the CLUB Easement Area. Any variation from the Estimate affecting the CLUB Easement area must be approved by the CLUB in writing. QUARTZ COVE shall be responsible for all costs associated with the installation and maintenance of the Fountains and placement of utilities through the CLUB Easement Area. QUARTZ COVE shall be responsible to ensure that there is no damage to the CLUB Easement Area and to ensure that said areas disturbed by said installation or maintenance or repairs or replacement of the Fountains are returned to their original condition at QUARTZ COVE's sole cost and expense. The CLUB may designate the contractor for repair or replacement of any damage to the CLUB Easement Area or may perform the work and submit invoices to QUARTZ COVE for reimbursement. QUARTZ COVE shall pay same in accordance with the Payment Deadline and subject to the Reimbursement Obligation. In addition to the CLUB's rights set forth in the prior sentence, should QUARTZ COVE fail to make payment within thirty (30) days of the Payment Deadline, the CLUB shall have the right, but not the obligation, to remove the Fountains and related improvements and QUARTZ COVE shall be obligated to reimburse the CLUB in accordance with the Removal Reimbursement. The Removal Reimbursement shall be subject to the same terms as the Reimbursement Obligation.

4. QUARTZ COVE shall provide the CDD and the CLUB not less than fifteen (15) days advance notice prior to beginning the installation of the Fountains and utilities in Easement Areas. QUARTZ COVE acknowledges that the CLUB Easement Area is utilized for the operation of a golf club and timing for the use of CLUB Easement Area shall be subject to prior approval by the CLUB, in its sole discretion, to minimize disruption of golf course operations.

5. QUARTZ COVE shall be responsible for the ongoing maintenance, repair and replacement of the Fountains and utilities in the Easement Areas. Installation, maintenance and repair of the Fountains shall be provided by QUARTZ COVE in a competent and professional manner using qualified and

experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Fountains are properly maintained.

6. QUARTZ COVE shall bear the sole responsibility for and cost of the maintenance of the Fountains, including but not limited to any maintenance as may be required by any governmental agency having jurisdiction relative thereto. The Fountains shall at all times be maintained in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, either now or in the future. QUARTZ COVE further warrants and represents that:

- a. It will make a good and workmanlike installation of the Fountains and keep them in good repair; and
- b. It will promptly repair all damage to the Easement Areas caused by or in connection with the installation, operation, maintenance, repair or replacement of the Fountains.

7. The CDD and the CLUB shall provide QUARTZ COVE not less than thirty (30) days advance notice prior to any alterations or modifications completed or scheduled to be undertaken to the golf course or the lakes which may interfere, damage or restrict QUARTZ COVE's easement rights contained herein.

8. QUARTZ COVE shall not create any claim, lien or encumbrance on the CDD Parcel or the CLUB Parcel. If any claims are placed on either parcel in connection with the Fountains, QUARTZ COVE will be responsible for causing such matters to be released by payment or bonding within thirty (30) days after request and will indemnify the CDD and the CLUB for any losses.

9. This Agreement shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of any portion of the QUARTZ COVE Parcel, the CDD Parcel and the CLUB Parcel, and their successors and assigns, and the Parties, and their successors, assigns, members, agents and employees, it being the intention of the Parties that this Agreement shall be perpetual.

10. It is acknowledged and agreed that the easements granted under this Agreement are not exclusive easements and shall not limit the rights of the CDD or the CLUB to the use and enjoyment of the Easement Areas in a manner which is not inconsistent with the easement rights granted to QUARTZ COVE herein.

11. Nothing contained in this Agreement shall, in any way, be deemed to constitute a gift of or dedication of any portion of the Easement Areas for the benefit of or use by the general public. It being the intention of the Parties hereto that the easements granted by this Agreement shall be limited to and utilized for the purposes expressed herein.

12. QUARTZ COVE shall indemnify, defend and hold the CLUB and the CDD and their respective members, officers, directors, employees and agents, and their respective affiliates, harmless for and from all costs, expenses, claims, damages, causes of action and liabilities (including, without limitation, for attorneys' fees and related costs) incurred by any of such persons or entities arising from or connected in any way with any activities conducted within the Easement Areas by QUARTZ COVE, or its contractors, subcontractors or authorized agents. Nothing in this Agreement shall constitute or be construed as a waiver of the CDD's sovereign immunity beyond the limitations set forth in section 768.28, Florida Statutes, and other applicable law.

13. QUARTZ COVE and/or any contractors performing work for QUARTZ COVE on the Easement Areas shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by QUARTZ COVE.

14. In the event of a breach or threatened breach by a Party or its permittees of any of the terms, covenants, restrictions or conditions hereof, the other Parties shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Party to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting Party or its permittees shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party upon demand for the reasonable costs thereof together with interest at the maximum rate of interest allowed by law. Failure by the Party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

15. The Parties agree that each of them, their successors and assigns, shall conform to and with all governmental requirements, laws and regulations in the use and maintenance of the Easement Areas. The easement granted hereby is exclusively limited to the purposes set out herein and contain only attendant rights to the Easement Areas to the extent reasonably necessary for the purposes set forth herein and no other rights in land are to be deemed granted hereby. The usage of the easement provided in this Agreement shall not be extended by the Parties to any additional parcels.

16. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed effective when received if (i) delivered personally, (ii) sent by certified mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified in this subparagraph, or (iii) deposited into the custody of a recognized overnight courier or delivery service (such as FedEx), addressed as follows:

Quartz Cove at The Quarry Condominium Association, Inc.
c/o Newell Property Management
5435 Jaeger Road #4
Naples, FL 34109
ATTN: Kenneth Peredo

The Quarry Community Development District
c/o Inframark
210 N University Drive, Suite 702
Coral Springs, FL 33071
ATTN: Justin Faircloth

Quarry Golf Club, Inc.
8950 Weathered Stone Drive
Naples, FL 34120
ATTN: Bob Radunz

17. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof, a provision that is as similar in content to such invalid provision as is possible, but which is legal, valid and enforceable.

18. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared the same, it being further agreed that both Parties hereto have fully participated in the preparation of this Agreement.

19. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

20. This Agreement shall be governed by the laws of the State of Florida and shall be enforced only in a court of competent jurisdiction in Collier County, Florida.

21. Time is of the essence of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date it is recorded in the Public Records of Collier County, Florida.

WITNESSES:

**QUARTZ COVE AT THE QUARRY
CONDOMINIUM ASSOCIATION, INC.,** a Florida
not-for-profit corporation

Print Name: _____

By: _____
Name: _____
Its: _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as _____ of QUARTZ COVE AT THE QUARRY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
Print Name: _____

WITNESSES:

**QUARRY COMMUNITY DEVELOPMENT
DISTRICT**, an independent special district

Print Name: _____

By: _____
Name: _____
Its: Chair of the Board of Supervisors

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as Chair of the Board of Supervisors of THE QUARRY COMMUNITY DEVELOPMENT DISTRICT, on behalf of said district, who ☐ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
Print Name: _____

WITNESSES:

QUARRY GOLF CLUB, INC., a Florida
not-for-profit corporation

Print Name: _____

By: _____
_____, _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as _____ of QUARRY GOLF CLUB, INC., a Florida not-for-profit corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
Print Name: _____

COMPOSITE EXHIBIT “A”

CDD EASEMENT AREAS



1807 J. & C. Boulevard
Naples, Florida 34109
L.B. # 7502

Tel. 239-591-0778
Fax. 239-591-1195
www.benchmarklandservices.com

Property Address:

XXXX Limestone Lane
Naples, FL 34120

Certified To:

Quartz Cove

Flood Zone Information:

N/A

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

Legal Description:

AN ACCESS & FOUNTAIN EASEMENT LYING WITHIN TRACT "L-32" OF THE QUARRY PHASE 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGES 31-35, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT "GC-1"; THENCE RUN WESTERLY & SOUTHERLY, 126.78 FEET, ALONG A CURVE WHICH IS CONCAVE TO THE SOUTH, HAVING A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF 103°46'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 73°30'48" WEST A CHORD DISTANCE OF 110.15 FEET TO A POINT OF REVERSE CURVE; THENCE RUN SOUTHERLY & WESTERLY, 126.75 FEET, ALONG SAID CURVE WHICH IS CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 185.00 FEET THROUGH A CENTRAL ANGLE OF 39°15'17" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 41°15'17" WEST A CHORD DISTANCE OF 124.28 FEET; THENCE RUN SOUTH 00°01'47" WEST A DISTANCE OF 22.56 FEET TO A POINT ON A CURVE, CONCAVE TO THE NORTH AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN WESTERLY & SOUTHERLY 113.22 FEET ALONG SAID CURVE, HAVING A RADIUS OF 205.00 FEET THROUGH A CENTRAL ANGLE OF 31°38'37" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 79°46'36" WEST A CHORD DISTANCE OF 111.79 FEET THENCE RUN NORTH 89°58'13" WEST A DISTANCE OF 110.00 FEET; THENCE RUN SOUTH 00°01'47" WEST A DISTANCE OF 130.97 FEET; THENCE SOUTH 89°58'13" EAST A DISTANCE OF 110.00 FEET; THENCE NORTH 00°01'47" EAST A DISTANCE OF 150.86 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 14919.75 SQUARE FEET MORE OR LESS.

DATE OF SURVEY

12/13/2021

COMPLETION DATE:

07/26/2022

DRAWN BY

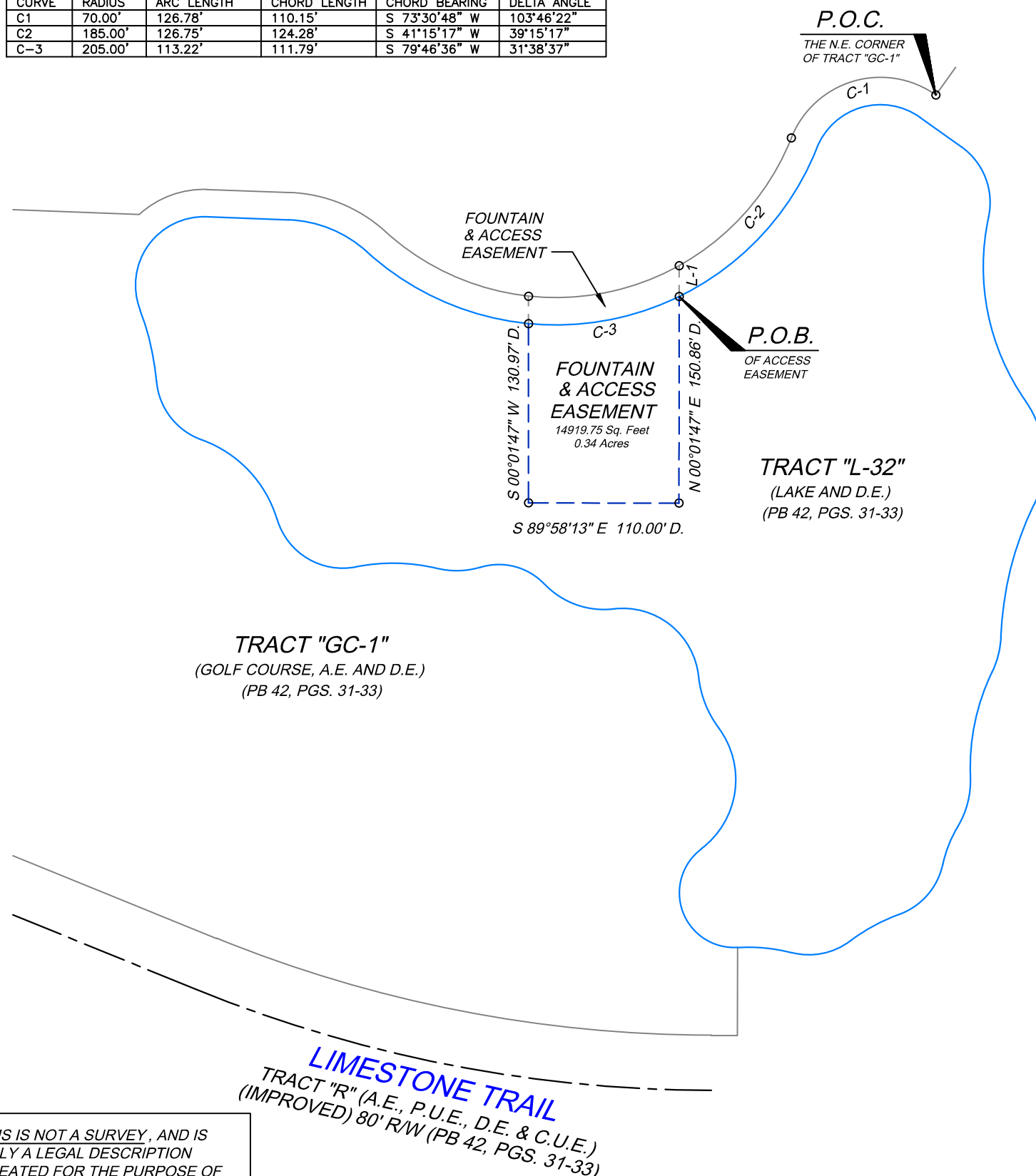
E.S.

CHECKED BY

K.S.

L-1= S 00°01'47" W 22.56' D.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	70.00'	126.78'	110.15'	S 73°30'48" W	103°46'22"
C2	185.00'	126.75'	124.28'	S 41°15'17" W	39°15'17"
C-3	205.00'	113.22'	111.79'	S 79°46'36" W	31°38'37"



















THIS IS NOT A SURVEY, AND IS ONLY A LEGAL DESCRIPTION CREATED FOR THE PURPOSE OF RECORDING A NEW FOUNTAIN & ACCESS EASEMENT.

1. LEGAL DESCRIPTION CREATED BY SURVEYOR PER CLIENTS INSTRUCTIONS
2. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM FROM ENCUMBRANCES OWNERSHIP OR RIGHTS-OF-WAY.
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4. NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ONLY VISIBLE ENCROACHMENTS LOCATED.
5. THIS SURVEY IS INTENDED FOR USE BY THOSE TO WHOM IT IS CERTIFIED.
6. ONLY IMPROVEMENTS SHOWN WERE LOCATED. FENCE OWNERSHIP NOT DETERMINED.
7. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. NO EFFORT WAS MADE TO PROVE PLAT BOUNDARIES.
8. PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHT-OF-WAYS OF RECORD.
9. WHEN LOCATION OF EASEMENTS OR RIGHTS-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. PER FLORIDA STATUTE 5J-17.052 (2)(4)(d)4 OF THE FLORIDA ADMINISTRATIVE CODE.
10. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. IT IS THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO VERIFY FLOOD ZONE INFORMATION AND BUILDING RESTRICTIONS PRIOR TO ANY CONSTRUCTION OR PLANNING.
12. ELEVATIONS SHOWN HEREON ARE BASED UPON N.A.V.D. 1988.

POINTS OF INTEREST:

I hereby certify that A Survey of the hereon described property was made under my direction per Standards of Practice as per Chapter 5J-17.053, F.A.C. & pursuant to section 472.027, Florida Statutes.

KENNETH SARRIO
Professional Surveyor & Mapper
PSM No. 6348 State of Florida

A.E. ACCESS EASEMENT	D.E. DRAINAGE EASEMENT	I.E. INGRESS / EGRESS EASEMENT	P.C.P. PERMANENT CONTROL POINT	PLT. PLANTER	 EXISTING ELEVATION  PROPOSED ELEVATION  IRON ROD  CONCRETE MONUMENT  CATCH BASIN  FENCE  NAIL  CONC.  N/A NOT APPLICABLE	 WATER VALVE  POWER POLE  WELL  EXISTING FIRE HYDRANT  BENCH MARK  LAMP POST	 CENTER LINE
B.D. BRASS DISC	D.H. DRILL HOLE	I.R. IRON ROD	P.K. PARKER-KALON NAIL	R. RADIAL			
BLDG. BUILDING	F.F. FINISHED FLOOR	L.M.E. LAKE MAINTENANCE EASEMENT	P.I. POINT OF INTERSECTION	R/W. RIGHT OF WAY			
B.R. BEARING REFERENCE	FND. FOUND	M. FIELD MEASURED	P.L.S. PROFESSIONAL LAND SURVEYOR	S.D. STORM DRAIN			
C. CALCULATED	GEN. GENERATOR	M.E. MAINTENANCE EASEMENT	P.T. POINT OF TANGENCY	SCRN. SCREENED			
C.TV. CABLE TV. RISER	ELEC. ELECTRIC BOX	M.E.S. MITER/END SECTION	P.O.B. POINT OF BEGINNING	T.B.M. TEMPORARY BENCH MARK			
C/CB. CATCH BASIN	ENCL. ENCLOSURE	N.E.S. NAIL & DISK	P.E. PROPOSED EQUIPMENT	TEL. TELEPHONE FACILITIES			
C/O. CATCH OUT	E.O.W. EDGE OF WATER	N.R. NON-RADIAL	P.O.R. POINT OF REVERSE CURVATURE	T.O.B. TOP OF BANK			
C.M. CONCRETE MONUMENT	E.Q. EQUIPMENT	O.H.L. OVERHEAD LINE	P.R.M. PERMANENT REFERENCE MONUMENT	U.E. UTILITY EASEMENT			
C.U.E. COUNTY UTILITY ESMT.	ELEV. ELEVATION	P.L. PLAT	P.U.E. PUBLIC UTILITY EASEMENT	W.M. WATER METER			
C.V.G. CONC VALLEY GUTTER	I.D. IDENTIFICATION	P.C. POINT OF CURVATURE	P.C.C. POINT OF COMPOUND CURVATURE				
D. DEFOFO	I.P. IRON PIPE	P.C.C. POINT OF COMPOUND CURVATURE	P.C.C. POINT OF COMPOUND CURVATURE				



**BENCHMARK
LAND SERVICES, INC.**

1807 J. & C. Boulevard
Naples, Florida 34109
L.B. # 7502
Tel. 239-591-0778
Fax. 239-591-1195
www.benchmarklandservices.com

SKETCH OF LEGAL DESCRIPTION

Property Address:

XXXX Limestone Trail
Naples, FL 34120

Certified To:

Quartz Cove

Flood Zone Information:

N/A

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

Legal Description:

AN ACCESS & FOUNTAIN EASEMENT LYING WITHIN TRACT "L-34" OF THE QUARRY PHASE 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGES 31-35, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "GC-1"; THENCE RUN NORTH 89°19'41" EAST A DISTANCE OF 88.55 FEET TO THE START OF A CURVE, CONCAVE TO THE NORTHEAST, THENCE RUN SOUTHERLY & EASTERLY 342.58 FEET ALONG SAID CURVE, HAVING A RADIUS OF 620.00 FEET THROUGH A CENTRAL ANGLE OF 31°39'31" AND BEING SUBTENDE BY A CHORD WHICH BEARS SOUTH 50°44'28" EAST A CHORD DISTANCE OF 338.24 FEET; THENCE RUN SOUTH 67°47'12" EAST A DISTANCE OF 40.52 FEET; THENCE RUN SOUTH 22°12'48" WEST A DISTANCE OF 71.00 FEET; THENCE RUN NORTH 67°47'12" WEST A DISTANCE OF 77.68 FEET; THENCE RUN SOUTH 22°12'48" WEST A DISTANCE OF 17.07 FEET; A POINT ON A CURVE CONCAVE TO THE SOUTHWEST AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTHERLY & EASTERLY 26.11 FEET ALONG SAID CURVE, HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 29°54'52" AND BEING SUBTENDE BY A CHORD WHICH BEARS SOUTH 53°20'11" EAST A CHORD DISTANCE OF 25.81 FEET TO A POINT OF REVERSE CURVE, CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHERLY & EASTERLY 70.73 FEET ALONG SAID CURVE, HAVING A RADIUS OF 54.33 FEET THROUGH A CENTRAL ANGLE OF 74°35'45" AND BEING SUBTENDE BY A CHORD WHICH BEARS SOUTH 75°40'37" EAST A CHORD DISTANCE OF 65.84 FEET TO A POINT OF REVERSE CURVE, CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHERLY & EASTERLY 43.50 FEET ALONG SAID CURVE, HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 83°04'22" AND BEING SUBTENDE BY A CHORD WHICH BEARS SOUTH 71°26'19" EAST A CHORD DISTANCE OF 39.79 FEET TO A POINT OF REVERSE CURVE, CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHERLY & EASTERLY 13.02 FEET ALONG SAID CURVE, HAVING A RADIUS OF 100.95 FEET THROUGH A CENTRAL ANGLE OF 07°23'20" AND BEING SUBTENDE BY A CHORD WHICH BEARS SOUTH 33°35'48" EAST A CHORD DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 22°12'48" WEST A DISTANCE OF 179.75 FEET; THENCE RUN NORTH 67°47'12" WEST A DISTANCE OF 140.68 FEET; THENCE RUN NORTH 22°12'48" EAST A DISTANCE OF 181.93 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 25291.33 SQUARE FEET MORE OR LESS.

DATE OF SURVEY

12/13/2021

DRAWN BY

E.S.

COMPLETION DATE:

07/26/2022

CHECKED BY

K.S.

P.O.C.

THE N.W. CORNER
OF TRACT "GC-1"

L-1

TRACT "GC-1"
(GOLF COURSE, A.E. AND D.E.)
(PB 42, PGS. 31-33)

P.O.B.

OF ACCESS
EASEMENT

FOUNTAIN
& ACCESS
EASEMENT

TRACT "L-34"
(LAKE AND D.E.)
(PB 42, PGS. 31-33)

TRACT "GC-1"
(GOLF COURSE, A.E. AND D.E.)
(PB 42, PGS. 31-33)

L-1= S 89°19'41" W 88.55' D.
L-2= S 67°47'12" E 40.52' D.
L-3= S 22°12'48" W 71.00' D.
L-4= N 67°47'12" W 77.68' D.
L-5= S 22°12'48" W 17.07' D.

LIMESTONE TRAIL
TRACT "R" (A.E., P.U.E., D.E. & C.U.E.)
(IMPROVED) 80' R/W (PB 42, PGS. 31-33)

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RECORDING A NEW FOUNTAIN &
ACCESS EASEMENT.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C-1	620.00'	342.58'	338.24'	S 50°44'28" E	31°39'31"
C-2	50.00'	26.11'	25.81'	S 53°20'11" E	29°54'52"
C-3	54.33'	70.73'	65.84'	S 75°40'37" E	74°35'45"
C-4	30.00'	43.50'	39.79'	S 71°26'19" E	83°04'22"
C-5	100.95'	13.02'	13.01'	S 33°35'48" E	7°23'20"

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1 inch = 100' ft.
GRAPHIC SCALE
0 50 100



A.E. ACCESS EASEMENT
B.D. BRASS DISC
BLDG. BUILDING
B.R. BEARING REFERENCE
C. CALCULATED
CATV CABLE TV. RISER
C.B. CATCH BASIN
C/O CLEAN OUT
C.M. CONCRETE MONUMENT
C.U.E. COUNTY UTILITY ESMT.
C.V.G. CONC VALLEY GUTTER
D. DEEDED

D.E. DRAINAGE EASEMENT
D.H. DRILL HOLE
F.F. FINISHED FLOOR
F.F. FOUND
GEN. GENERATOR
ELEC. ELECTRIC BOX
ENCL. ENCLOSURE
E.O.W. EDGE OF WATER
EQ. EQUIPMENT
ELEV. ELEVATION
I.D. IDENTIFICATION
I.P. IRON PIPE

I.E. INGRESS / EGRESS EASEMENT
I.R. IRON ROD
L.M.E. LAKE MAINTENANCE EASEMENT
M. FIELD MEASURED
M.E. MAINTENANCE EASEMENT
M.E.S. MITERED END SECTION
N.&D. NAIL & DISK
N.R. NON-RADIAL
O.H.L. OVERHEAD LINE
P. PLAT
P.C. POINT OF CURVATURE
P.C.C. POINT OF COMPOUND CURVATURE

P.C.P. PERMANENT CONTROL POINT
PK PARKER-KALON NAIL
P.I. POINT OF INTERSECTION
P.L.S. PROFESSIONAL LAND SURVEYOR
P.T. POINT OF TANGENCY
P.O.B. POINT OF BEGINNING
P.E.P. PROPOSED POOL EQUIPMENT
P.R.C. POINT OF REVERSE CURVATURE
P.R.M. PERMANENT REFERENCE MONUMENT
P.U.E. PUBLIC UTILITY EASEMENT
P.C.C. POINT OF COMPOUND CURVATURE
PROP. PROPOSED

P.L.T. PLANTER
R. RADIAL
R/W RIGHT OF WAY
S.D. STORM DRAIN
SCRN. SCREENED
T.B.M. TEMPORARY BENCH MARK
TEL. TELEPHONE FACILITIES
T.O.B. TOP OF BANK
U.E. UTILITY EASEMENT
W.M. WATER METER

EXISTING ELEVATION
PROPOSED ELEVATION
IRON ROD
CONCRETE MONUMENT
CATCH BASIN
FENCE
NAIL
CONC. CONCRETE
N/A NOT APPLICABLE

WV WATER VALVE
POWER POLE
WELL
EXISTING FIRE HYDRANT
BENCH MARK
LAMP POST

CENTER LINE

EXHIBIT "B"

CLUB EASEMENT AREA

_____ CENTER LINE

DRANT