

**QUARRY  
COMMUNITY DEVELOPMENT DISTRICT**

**DECEMBER 12, 2022**

**AGENDA PACKAGE**



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

# Quarry Community Development District

## Board of Supervisors

Timothy B. Cantwell, Chairman  
Dean Britt, Vice Chairman  
William Patrick, Assistant Secretary  
Mel Stuckey, Assistant Secretary  
Rick Fingeret, Assistant Secretary

## District Staff

Justin Faircloth, District Manager  
Wes Haber, District Counsel  
Albert Lopez, District Engineer

## Meeting Agenda Monday December 12, 2022 at 1:00 p.m. Quarry Golf Club 8950 Weathered Stone Drive, Naples, FL 34120

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1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comments on Agenda Items**
5. **Organizational Matters**
  - A. Declaration of Vacant Seats 2 and 4
  - B. Appointment of Supervisors to Vacant Seats 2 and 4
  - C. Oaths of Office for Appointed Supervisors
  - D. Resolution 2023-01, Appointment of Officers
6. **Engineer's Report**
  - A. Fieldstone Lane Update
  - B. Glase Golf Phase II B Construction Schedule
7. **New Business**
8. **Old Business**
9. **District Manager's Report**
  - A. Approval of the November 14, 2022 Minutes
  - B. Acceptance of the Financial Report, and Approval of the Check Register and Invoices as of November 2022
  - C. November 2022 Field Management Report
  - D. Follow-up Items
    - i. 8851 Nautical Landing Circle Discussion
    - ii. FY2023 Quarry CDD Calendar of Events
    - iii. CES Preserve Report
      - a. Preserve Three Carolina Willow Discussion
10. **Attorney's Report**
  - A. Draft Agreement with QCA
  - B. Draft License Agreement
  - C. Draft Drainage Rules
  - D. Title Search Update

Quarry CDD  
December 12, 2022 Meeting Agenda  
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- 11. Supervisor Requests**
- 12. Audience Comments**
- 13. Adjournment**

**Next meeting: Monday January 9, 2023 at 1:00 p.m.**

# **Fifth Order of Business**

**5D**

**RESOLUTION 2023-01**

**A RESOLUTION OF QUARRY COMMUNITY DEVELOPMENT DISTRICT APPOINTING OFFICERS OF THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of Quarry Community Development District at a regular business meeting, held on December 12, 2022, following the General Election, desires to appoint the below recited persons to the offices specified.

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

1. The following persons were appointed to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
<u>Justin Faircloth</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

**PASSED AND ADOPTED THIS, 12<sup>th</sup> DAY OF DECEMBER, 2022.**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Justin Faircloth  
Secretary

# **Sixth Order of Business**

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

## **December 2022**

### **2022 Shoreline Phase I and Phase II**

- CPH and Inframark continues to coordinate Phase I and II outstanding pay-apps and change orders with Glase Golf.

### **Fieldstone Lane Drainage work order**

- Survey field work scheduled for December 27<sup>th</sup>, 2022

### **CPH’s Team Upcoming Inspections / Site visits**

- Stormwater assessment site inspection – Expected March 2023 pending water levels
- Water quality monitoring event – Expected October 2023
- Fieldstone Ln drainage topographic survey field work – Scheduled for December 27<sup>th</sup>, 2022.
- Preserve maintenance inspection – These will be scheduled in coordination with ECS
- 2022 Shoreline repairs Phase 2-a – Scheduled to start by the end of April beginning of May 2023

### **November 2022 Action Items**

- Engineer – Work on plats, resolve plans for budgeting for title search and any required survey work. Draft letter (with attorney) to send to Pulte requesting reimbursement for their “sloppy” work that requires corrections. **CPH is in the process to get all required information to the attorney, however, CPH is waiting to received the topographic data to confirm the existence of the swale on Fieldstone Ln.**

# **Ninth Order of Business**

**9A**

**MINUTES OF MEETING  
QUARRY  
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of Quarry Community Development District was held Monday November 14, 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 Cantwell	Chairman
Dean Britt	Vice Chairman
William Patrick	Assistant Secretary
Mel Stuckey	Assistant Secretary
Rick Fingeret	Assistant Secretary

Also present were:

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

*The following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS**

**Call to Order**

- Mr. Cantwell 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**

- Item 5.A. was changed to Jurisdiction Maps

On MOTION by Mr. Stuckey seconded by Mr. Patrick with all in favor, the agenda was approved as amended. 5-0

**FOURTH ORDER OF BUSINESS**

**Public Comments on Agenda Items**

- None.

**FIFTH ORDER OF BUSINESS****Engineer's Report**

- Mr. Cantwell discussed issues found by Albert Lopez.
- Mr. Lopez discussed the issues recently found with the documents from J.R. Evans Engineering and recommended a title search be performed on all properties within the District.

On MOTION by Mr. Britt seconded by Mr. Stuckey with all in favor to have CPH Identify issues discovered with J.R. Evans' documentation and send this information to Mr. Haber so a letter can be drafted to send Pulte requesting resolution of the items with approval of the letter being given to Mr. Cantwell was approved.  
5-0

- The Board requested to be copied on any communication sent to Pulte.

**SIXTH ORDER OF BUSINESS****New Business****A. 2022 Mid-Term Elections, and Requirements for CDD to Re-appoint Supervisors Whose Term Has Expired**

- Mr. Faircloth noted that at the December meeting Seat 2, Mr. Patrick and Seat 4, Mr. Britt would need to be sworn in as their terms end on November 22, 2022.

**B. Heritage Bay Weed Cutting and CDD**

- i. **Coordination with HBCDD**
- ii. **Planning for Communicating with Quarry Regarding Scheduling and Procedures**

- The Board discussed Illinois pondweed cutting and agreed to continue cutting and pursue options for cost savings with Heritage Bay CDD if possible.

**SEVENTH ORDER OF BUSINESS****Old Business****A. Fieldstone Lane Drainage Discussion**

- i. **Recommendations and Estimated Rough Budget**
- ii. **Steps to Complete Work Going Forward**

- The Board discussed Fieldstone Lane drainage.
- Mr. Lopez confirmed that this issue is likely something that should be included in the letter to Pulte, but the forthcoming survey by CPH would be able to confirm.

On MOTION by Mr. Britt seconded by Mr. Fingeret with all in favor, approved the work authorization as proposed from CPH in the amount of \$20,725 for Fieldstone Lane drainage work including Topographic survey, civil design, and construction observation services. 5-0

- The Board discussed a need for Stormwater Resolution and downspout connections to CDD catch basins.

**B. Stormwater Resolution Discussion**

- i. **Resolution and Required Agreements with Community and Residents to Fulfill our Intended Purpose**

**C. Downspout Drain Connections to QCDD Installed Catch Basins**

- i. **Required Resolutions, Rules and Regulations**
- ii. **Roles of QCDD and Homeowners**
- iii. **Cost/Budgeting Ramifications- QCDD Costs Versus Private Property Owners and Condominium Associations**

On MOTION by Mr. Britt seconded by Mr. Fingeret with all in favor, for staff to proceed with development of a stormwater resolution utilizing the proposed direction developed by Mr. Cantwell as presented in the agenda packet along with all necessary sample agreements was approved. 5-0

**EIGHTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Approval of the October 17, 2022 Minutes**

On MOTION by Mr. Britt, seconded by Mr. Patrick with all in favor the October 17, 2022 Minutes were approved. 5-0

**B. Acceptance of the Financial Report, and Approval of the Check Register and Invoices as of October 2022**

On MOTION by Mr. Patrick seconded by Mr. Britt with all in favor the Financial Report and Check Register and Invoices as of September 2022 were accepted. 5-0

**C. October 31, 2022 Field Management Report**

- Mr. Faircloth reviewed the report with the Board.

**D. Follow-up Items**

- Mr. Fingeret inquired about estimating cost for future CDD projects.
- Mr. Fingeret will follow up with Mr. Faircloth regarding investment choices.

**NINTH ORDER OF BUSINESS**

**Attorney's Report**

**A. CDD 101 Manual Update**

- Mr. Cantwell commented on CDD 101 updates.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

- Mr. Cantwell requested staff develop a yearly calendar and post it on the website with all staff items included.
- Mr. Britt discussed the need to get as much information as possible prior to meetings so the Board is prepared and informed to make decisions at the meeting.
- Mr. Fingeret – N.A.
- Mr. Patrick – N.A.
- Mr. Stuckey – N.A.

**ELEVENTH ORDER OF BUSINESS**

**Audience Comments**

- Residents discussed Illinois pondweed cutting and quarterly communications.
- The Board discussed Supervisors attending QCA meetings on a rotating basis.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Britt seconded by Mr. Patrick with all in favor the meeting was adjourned at 3:17 p.m. 5-0
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Chairperson/Vice-Chairperson

**9B**

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

*Financial Report*

*November 30, 2022*



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

**Financial Statements**

**(Unaudited)**

**November 30, 2022**

**Balance Sheet**  
November 30, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	204 - SERIES 2020 DEBT SERVICE FUND	304 -SERIES 2020 CAPITAL PROJECTS FUND	TOTAL
<b><u>ASSETS</u></b>				
Cash - Checking Account	\$ 814,515	\$ -	\$ -	\$ 814,515
Allow -Doubtful Accounts	(8)	(27)	-	(35)
Assessments Receivable	8	27	-	35
Due From Other Funds	-	384,751	-	384,751
Investments:				
Money Market Account	408,351	-	-	408,351
Construction Fund	-	-	2,574,398	2,574,398
Revenue Fund	-	382,130	-	382,130
<b>TOTAL ASSETS</b>	<b>\$ 1,222,866</b>	<b>\$ 766,881</b>	<b>\$ 2,574,398</b>	<b>\$ 4,564,145</b>
<b><u>LIABILITIES</u></b>				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
Accrued Expenses	16,853	-	-	16,853
Due To Other Funds	384,751	-	-	384,751
<b>TOTAL LIABILITIES</b>	<b>401,604</b>	<b>-</b>	<b>-</b>	<b>401,604</b>
<b><u>FUND BALANCES</u></b>				
<b>Restricted for:</b>				
Debt Service	-	766,881	-	766,881
Capital Projects	-	-	2,574,398	2,574,398
<b>Assigned to:</b>				
Operating Reserves	180,108	-	-	180,108
Reserves - Other	100,000	-	-	100,000
<b>Unassigned:</b>	541,154	-	-	541,154
<b>TOTAL FUND BALANCES</b>	<b>\$ 821,262</b>	<b>\$ 766,881</b>	<b>\$ 2,574,398</b>	<b>\$ 4,162,541</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,222,866</b>	<b>\$ 766,881</b>	<b>\$ 2,574,398</b>	<b>\$ 4,564,145</b>

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

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-22 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ 200	\$ 1,427	713.50%	\$ 707
Golf Course Revenue	114,918	28,730	25.00%	-
Special Assmnts- Tax Collector	814,044	219,373	26.95%	215,904
Special Assmnts- Discounts	(32,562)	(8,818)	27.08%	(8,636)
<b>TOTAL REVENUES</b>	<b>896,600</b>	<b>240,712</b>	<b>26.85%</b>	<b>207,975</b>

**EXPENDITURES****Administration**

P/R-Board of Supervisors	12,000	2,000	16.67%	1,000
FICA Taxes	918	153	16.67%	77
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Engineering	45,000	-	0.00%	-
ProfServ-Legal Services	21,000	-	0.00%	2,329
ProfServ-Legal Litigation	25,000	1,688	6.75%	1,688
ProfServ-Mgmt Consulting	60,471	10,079	16.67%	5,039
ProfServ-Property Appraiser	34,294	5,369	15.66%	-
ProfServ-Trustee Fees	4,041	-	0.00%	-
Auditing Services	4,900	-	0.00%	-
Website Compliance	1,553	388	24.98%	-
Postage and Freight	600	91	15.17%	47
Insurance - General Liability	6,246	6,682	106.98%	-
Printing and Binding	499	176	35.27%	83
Legal Advertising	4,000	-	0.00%	-
Miscellaneous Services	2,000	2	0.10%	-
Misc-Bank Charges	500	177	35.40%	78
Misc-Special Projects	20,286	-	0.00%	-
Misc-Assessment Collection Cost	16,281	4,211	25.86%	4,145
Misc-Contingency	1,000	-	0.00%	-
Office Supplies	250	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	175
<b>Total Administration</b>	<b>261,614</b>	<b>31,191</b>	<b>11.92%</b>	<b>14,661</b>

**Field**

ProfServ-Field Management	5,150	425	8.25%	425
Contracts-Preserve Maintenance	103,832	25,958	25.00%	25,958

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

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-22 ACTUAL
Contracts - Lake Maintenance	65,004	10,834	16.67%	5,417
R&M-General	70,000	1,600	2.29%	1,600
R&M-Lake	154,930	-	0.00%	-
R&M-Weed Harvesting	75,000	-	0.00%	-
Miscellaneous Maintenance	6,170	-	0.00%	-
Water Quality Testing	29,900	3,733	12.48%	-
Capital Projects	75,000	-	0.00%	-
<b>Total Field</b>	<b>584,986</b>	<b>42,550</b>	<b>7.27%</b>	<b>33,400</b>
<b>Reserves</b>				
Reserve - Other	50,000	-	0.00%	-
<b>Total Reserves</b>	<b>50,000</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>896,600</b>	<b>73,741</b>	<b>8.22%</b>	<b>48,061</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	166,971	0.00%	159,914
Net change in fund balance	\$ -	\$ 166,971	0.00%	\$ 159,914
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>654,291</b>	<b>654,291</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 654,291</b>	<b>\$ 821,262</b>		

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

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-22 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ 5	0.00%	\$ 2
Special Assmnts- Tax Collector	1,472,226	396,743	26.95%	390,470
Special Assmnts- Discounts	(58,889)	(15,948)	27.08%	(15,619)
<b>TOTAL REVENUES</b>	<b>1,413,337</b>	<b>380,800</b>	<b>26.94%</b>	<b>374,853</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	29,445	7,616	25.87%	7,497
<b>Total Administration</b>	<b>29,445</b>	<b>7,616</b>	<b>25.87%</b>	<b>7,497</b>
<b>Debt Service</b>				
Principal Debt Retirement	1,086,000	-	0.00%	-
Interest Expense	285,316	142,658	50.00%	142,658
<b>Total Debt Service</b>	<b>1,371,316</b>	<b>142,658</b>	<b>10.40%</b>	<b>142,658</b>
<b>TOTAL EXPENDITURES</b>	<b>1,400,761</b>	<b>150,274</b>	<b>10.73%</b>	<b>150,155</b>
Excess (deficiency) of revenues				
Over (under) expenditures	12,576	230,526	n/a	224,698
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	12,576	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>12,576</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 12,576	\$ 230,526	n/a	\$ 224,698
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>536,355</b>	<b>536,355</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 548,931</b>	<b>\$ 766,881</b>		

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

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-22 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ 23	0.00%	\$ 11
<b>TOTAL REVENUES</b>	<b>-</b>	<b>23</b>	<b>0.00%</b>	<b>11</b>
<b>EXPENDITURES</b>				
<b>Construction In Progress</b>				
Construction in Progress	-	11,887	0.00%	-
<b>Total Construction In Progress</b>	<b>-</b>	<b>11,887</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>11,887</b>	<b>0.00%</b>	<b>-</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	(11,864)	0.00%	11
Net change in fund balance	\$ -	\$ (11,864)	0.00%	\$ 11
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>-</b>	<b>2,586,262</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ 2,574,398</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2022

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL				
	Actual	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Actual Thru 11/30/2022	Projected Next 10 Mths	FY2023 Total	Adopted Budget	% of Budget
<b>Revenues</b>																	
Interest - Investments	\$ 719	\$ 707	\$ 17	\$ 17	\$ 17	\$ 17	\$ 17	\$ 16	\$ 16	\$ 16	\$ 16	\$ 17	\$ 1,427	\$ 166	\$ 1,593	\$ 200	797%
Golf Course Revenue	28,730	-	-	28,730	-	-	28,730	-	-	28,730	-	-	28,730	86,189	114,919	114,918	100%
Special Assmnts- Tax Collector	3,469	215,904	135,674	135,674	135,674	135,674	51,975	-	-	-	-	-	219,373	594,671	814,044	814,044	100%
Special Assmnts- Discounts	(182)	(8,636)	(5,427)	(5,427)	(5,427)	(5,427)	(2,036)	-	-	-	-	-	(8,818)	(23,744)	(32,562)	(32,562)	100%
Total Revenues	32,736	207,975	130,264	158,994	130,264	130,264	78,686	16	16	28,746	16	17	240,712	657,282	897,994	896,600	100%
<b>Expenditures</b>																	
<b>Administrative</b>																	
P/R-Board of Supervisors	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	2,000	10,000	12,000	12,000	100%
FICA Taxes	77	77	77	77	77	77	76	76	76	76	76	76	153	764	917	918	100%
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	600	-	600	600	600	100%
ProfServ-Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	45,000	0%
ProfServ-Legal Services	(2,329)	2,329	-	-	-	-	-	-	-	-	-	-	-	-	-	21,000	0%
ProfServ-Legal Litigation	-	1,688	-	-	-	-	-	-	-	-	-	-	1,688	-	1,688	25,000	7%
ProfServ-Mgmt Consulting	5,039	5,039	5,039	5,039	5,039	5,039	5,039	5,039	5,039	5,039	5,039	5,039	10,079	50,392	60,471	60,471	100%
ProfServ-Property Appraiser	5,369	-	-	-	-	-	-	-	-	-	-	34,294	5,369	34,294	39,663	34,294	116%
ProfServ-Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	4,041	-	4,041	4,041	4,041	100%
Auditing Services	-	-	-	-	-	-	-	4,900	-	-	-	-	-	4,900	4,900	4,900	100%
Website Compliance	388	-	-	388	-	-	388	-	-	389	-	-	388	1,165	1,553	1,553	100%
Postage and Freight	44	47	-	-	-	-	-	-	-	-	-	-	91	-	91	600	15%
Insurance - General Liability	6,682	-	-	-	-	-	-	-	-	-	-	-	6,682	-	6,682	6,246	107%
Printing and Binding	93	83	-	-	-	-	-	-	-	-	-	-	176	-	176	499	35%
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000	0%
Miscellaneous Services	2	-	-	-	-	-	-	-	-	-	-	-	2	-	2	2,000	0%
Misc-Bank Charges	100	78	-	-	-	-	-	-	-	-	-	-	177	-	177	500	35%
Misc-Special Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20,286	0%
Misc-Assessment Collection Cost	66	4,145	2,713	2,713	2,714	2,714	1,216	-	-	-	-	-	4,211	12,070	16,281	16,281	100%
Misc-Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	250	0%
Annual District Filing Fee	-	175	-	-	-	-	-	-	-	-	-	-	175	-	175	175	100%
Total Administrative	16,531	14,661	8,829	9,217	8,830	8,830	7,719	11,015	6,115	6,504	6,115	45,050	31,191	118,226	149,417	261,614	57%
<b>Field</b>																	
ProfServ-Field Management	-	425	429	429	429	429	429	429	429	429	430	430	425	4,292	4,717	5,150	92%
Contracts-Preserve Maintenance	-	25,958	-	25,958	-	-	25,958	-	-	25,958	-	-	25,958	77,874	103,832	103,832	100%
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	10,834	54,170	65,004	65,004	100%

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2022

Account Description	Oct Actual	Nov Actual	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected	Jul Projected	Aug Projected	Sep Projected	TOTAL				
													Actual Thru 11/30/2022	Projected Next 10 Mths	FY2023 Total	Adopted Budget	% of Budget
R&M-General	-	1,600	-	-	-	-	-	-	-	-	-	-	1,600	-	1,600	70,000	2%
R&M-Lake	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	154,930	0%
R&M-Weed Harvesting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	75,000	0%
Miscellaneous Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,170	0%
Water Quality Testing	3,733	-	-	-	-	-	-	-	-	-	-	-	3,733	-	3,733	29,900	12%
Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	75,000	0%
<b>Total Field</b>	<b>9,150</b>	<b>33,400</b>	<b>5,846</b>	<b>31,804</b>	<b>5,846</b>	<b>5,846</b>	<b>31,804</b>	<b>5,846</b>	<b>5,846</b>	<b>31,804</b>	<b>5,847</b>	<b>5,847</b>	<b>42,550</b>	<b>136,336</b>	<b>178,886</b>	<b>584,986</b>	<b>31%</b>
<b>Total Expenditures</b>	<b>25,681</b>	<b>48,061</b>	<b>14,675</b>	<b>41,021</b>	<b>14,676</b>	<b>14,676</b>	<b>39,523</b>	<b>16,861</b>	<b>11,961</b>	<b>38,308</b>	<b>11,962</b>	<b>50,897</b>	<b>73,741</b>	<b>254,562</b>	<b>328,303</b>	<b>846,600</b>	<b>39%</b>
<b>Reserves</b>																	
Reserve - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
<b>Total Reserves</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>	<b>0%</b>
<b>Total Expenditures &amp; Reserves</b>	<b>25,681</b>	<b>48,061</b>	<b>14,675</b>	<b>41,021</b>	<b>14,676</b>	<b>14,676</b>	<b>39,523</b>	<b>16,861</b>	<b>11,961</b>	<b>38,308</b>	<b>11,962</b>	<b>50,897</b>	<b>73,741</b>	<b>254,562</b>	<b>328,303</b>	<b>896,600</b>	<b>37%</b>
Excess (deficiency) of revenues Over (under) expenditures	7,055	159,914	115,589	117,972	115,588	115,588	39,162	(16,845)	(11,945)	(9,563)	(11,946)	(50,880)	166,971	402,719	569,690	-	0%
<b>Other Financing Sources (Uses)</b>																	
Contribution to (Use of) Fund Balance	-	-	115,589	117,972	115,588	115,588	39,162	(16,845)	(11,945)	(9,563)	(11,946)	(50,880)	-	402,719	402,719	-	0%
<b>Total Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>115,589</b>	<b>117,972</b>	<b>115,588</b>	<b>115,588</b>	<b>39,162</b>	<b>(16,845)</b>	<b>(11,945)</b>	<b>(9,563)</b>	<b>(11,946)</b>	<b>(50,880)</b>	<b>-</b>	<b>402,719</b>	<b>402,719</b>	<b>-</b>	<b>0%</b>
Net change in fund balance	\$ 7,055	\$ 159,914	\$ 115,589	\$ 117,972	\$ 115,588	\$ 115,588	\$ 39,162	\$ (16,845)	\$ (11,945)	\$ (9,563)	\$ (11,946)	\$ (50,880)	\$ 166,971	\$ 402,719	\$ 569,690	\$ -	0%
<b>Fund Balance, Beginning (Oct 1, 2022)</b>													<b>654,291</b>	<b>-</b>	<b>654,291</b>	<b>654,291</b>	
<b>Fund Balance, Ending</b>													<b>\$ 821,262</b>	<b>\$ 402,719</b>	<b>\$ 1,223,981</b>	<b>\$ 654,291</b>	

# QUARRY

Community Development District

## Statement of Revenue and Expenditures - All Funds

### Notes to the Financial Statements

November 30, 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 16.67%

#### Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<b>Expenditures</b>				
<u><b>Administration</b></u>				
ProfServ-Property Appraiser	\$34,294	\$5,369	16%	Collier County PA to-date
Website Compliance	\$1,553	\$388	25%	Innersync Studio, quarterly web/compliance services
Insurance - General Liability	\$6,246	\$6,682	107%	EGIS Insurance FY 2023 paid in full
Printing and Binding	\$499	\$176	35%	IMS to-date
Misc-Bank Charges	\$500	\$177	35%	Bank analysis fees to-date
<u><b>Field</b></u>				
ProfServ-Field Management	\$5,150	\$425	8%	No IMS Oct
Contracts-Preserve Maintenance	\$103,832	\$25,958	25%	Peninsula Improvement, quarterly maintenance

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

Supporting Schedules

November 30, 2022

**Non-Ad Valorem Special Assessments - Collier County Tax Collector  
(Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2023**

					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				\$ 2,286,270	\$ 814,044	\$ 1,472,226
Allocation %				100.00%	35.61%	64.39%
<i>Real Estate - Installment</i>						
10/27/22	\$ 9,046	\$ 511	\$ 185	\$ 9,742	\$ 3,469	\$ 6,273
<i>Real Estate - Current</i>						
11/09/22	34,381	1,462	702	36,544	13,012	23,533
11/14/22	144,366	6,138	2,946	153,450	54,637	98,813
11/21/22	391,730	16,655	7,994	416,379	148,255	268,124
<b>TOTAL</b>	<b>\$ 579,522</b>	<b>\$ 24,766</b>	<b>\$ 11,827</b>	<b>\$ 616,116</b>	<b>\$ 219,373</b>	<b>\$ 396,743</b>
% COLLECTED				26.95%	26.95%	26.95%
<b>TOTAL OUTSTANDING</b>				<b>\$ 1,670,154</b>	<b>\$ 594,671</b>	<b>\$ 1,075,483</b>

**Cash & Investment Report  
November 30, 2022**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
<b>OPERATING FUND</b>			
Operating - Checking Account	Hancock Whitney	0.00%	\$ 814,515
Public Funds MMA Variance Account	BankUnited	2.10%	408,351
		<b>Subtotal</b>	<u>1,222,866</u>
Series 2020 Revenue Fund	U.S. Bank	0.01%	382,130
Series 2020 Construction Fund	U.S. Bank	0.01%	2,574,398
		<b>Subtotal</b>	<u>2,956,527</u>
		<b>Total</b>	<u><u>\$ 4,179,393</u></u>

## Quarry CDD

### Bank Reconciliation

**Bank Account No.** 3489 Hancock & Whitney Bank General Fund  
**Statement No.** 11-22 A  
**Statement Date** 11/30/2022

<b>G/L Balance (LCY)</b>	814,514.71	<b>Statement Balance</b>	857,573.64
<b>G/L Balance</b>	814,514.71	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
		<b>Subtotal</b>	857,573.64
<b>Subtotal</b>	814,514.71	<b>Outstanding Checks</b>	43,058.93
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
<b>Ending G/L Balance</b>	814,514.71	<b>Ending Balance</b>	814,514.71
<b>Difference</b>	0.00		

<b>Posting Date</b>	<b>Document Type</b>	<b>Document No.</b>	<b>Description</b>	<b>Amount</b>	<b>Cleared Amount</b>	<b>Difference</b>
<b>Outstanding Checks</b>						
11/22/2022	Payment	8470	DISASTER LAW & CONSULTING, LLC	1,687.50	0.00	1,687.50
11/22/2022	Payment	8471	PENINSULA IMPROVEMENT CORP.	31,374.50	0.00	31,374.50
11/22/2022	Payment	8472	FEDEX	40.43	0.00	40.43
11/22/2022	Payment	8473	THE QUARRY COMMUNITY ASSOCIATION	1,600.00	0.00	1,600.00
11/30/2022	Payment	8475	CPH	8,356.50	0.00	8,356.50
<b>Total Outstanding Checks.....</b>				<b>43,058.93</b>		<b>43,058.93</b>

**Series 2020 (FEMA Project)**  
**Acquisition and Construction - General**  
**FY 9/30/2023**

	<b>SOURCES OF FUNDS</b>	<b>TOTAL</b>
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	65,276.88
1/10/2022	State of Florida	18,585.00
1/10/2022	State of Florida	1,032.50
	<b>Total</b>	<b>\$ 4,495,224.06</b>

**LESS:**

11/1/2021	Debt Service - Principal Prepayment	1,351,000.00
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**DEPOSIT - Acquisition and Construction - General****\$ 3,144,224.06****OTHER SOURCES**

11/1/2021	Transfer from Revenue Acct 4004	938.50
	Dividends FY 2022	145.89
	Dividends thru 11/30/2022	22.49

**TOTAL SOURCES OF FUNDS****\$ 1,106.88****USE OF FUNDS:**

<b>DATE</b>	<b>VENDOR REQUISITIONS</b>	<b>REQ #</b>	<b>PENDING</b>	<b>TOTAL</b>
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
8/1/2022	CPH	13		27,155.66
8/1/2022	CPH	14		1,800.00
8/1/2022	CPH	15		33,809.58
8/22/2022	Crosscreek Environmental LLC	16		4,000.13
8/22/2022	Midwest Construction Products Corp	17		6,000.00
8/22/2022	Midwest Construction Products Corp	18		1,020.00
8/22/2022	MJS Golf Services LLC	19		7,615.15
8/22/2022	MJS Golf Services LLC	20		4,157.51

**Series 2020 (FEMA Project)**  
**Acquisition and Construction - General**  
**FY 9/30/2023**

<b>SOURCES OF FUNDS</b>			<b>TOTAL</b>
8/22/2022	MJS Golf Services LLC	21	12,849.68
8/22/2022	MJS Golf Services LLC	22	6,568.09
8/22/2022	MJS Golf Services LLC	23	5,058.60
8/22/2022	MJS Golf Services LLC	24	16,849.00
8/22/2022	MJS Golf Services LLC	25	49,004.13
8/22/2022	MJS Golf Services LLC	26	4,346.44
8/26/2022	CPH	27	7,745.15
9/14/2022	MJS Golf Services LLC	28	7,887.77
9/14/2022	GLASE GOLF, INC	29	319,983.78
10/20/2022	Crosscreek Environmental LLC	30	5,295.80
10/20/2022	CPH	31	6,513.38
10/20/2022	Kutak Rock LLP	32	78.00
<b>Total Requisitions</b>			<b>570,933.36</b>
<b>TOTAL CONSTRUCTION ACCOUNT BALANCE @ 11/30/22</b>			<b>\$ 2,574,397.58</b>

# QUARRY COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 11/1/22 to 11/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>HANCOCK &amp; WHITNEY BANK GENERAL FUND - (ACCT#XXXXX3489)</b>							
<b>CHECK # 8462</b>							
11/03/22	Vendor	INFRAMARK LLC	83096	SEPT 2022 MGMT FEES	DOMAIN PROTECTION/SECURITY RENEWAL	001-549900-51301	\$48.48
11/03/22	Vendor	INFRAMARK LLC	83096	SEPT 2022 MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,892.50
11/03/22	Vendor	INFRAMARK LLC	83096	SEPT 2022 MGMT FEES	Printing and Binding	001-547001-51301	\$12.24
11/03/22	Vendor	INFRAMARK LLC	83096	SEPT 2022 MGMT FEES	Postage and Freight	001-541006-51301	\$10.26
<b>Check Total</b>							<b>\$4,963.48</b>
<b>CHECK # 8463</b>							
11/03/22	Vendor	NAPLES DAILY NEWS	0004975238	NOTICE OF MEETING 9/20/22	Legal Advertising	001-548002-51301	\$287.00
<b>Check Total</b>							<b>\$287.00</b>
<b>CHECK # 8464</b>							
11/03/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV009070	LAKE AND LITTORAL MAINT	Contracts - Lake Maintenance	001-534345-53901	\$5,417.00
<b>Check Total</b>							<b>\$5,417.00</b>
<b>CHECK # 8465</b>							
11/03/22	Vendor	COLLIER COUNTY PROPERTY APPRAISER	100122	BILLING FOR 2022/2023	ProfServ-Property Appraiser	001-531035-51301	\$5,369.22
<b>Check Total</b>							<b>\$5,369.22</b>
<b>CHECK # 8466</b>							
11/03/22	Vendor	FEDEX	7-917-66175	POSTAGE OCT 2022	Postage and Freight	001-541006-51301	\$39.45
<b>Check Total</b>							<b>\$39.45</b>
<b>CHECK # 8467</b>							
11/03/22	Vendor	CROSSCREEK ENVIRONMENTAL INC	11818	PHASE 1 MATERIALS	R&M-Lake	001-546042-53901	\$676.80
<b>Check Total</b>							<b>\$676.80</b>
<b>CHECK # 8468</b>							
11/03/22	Vendor	MRI CONSTRUCTION INC	38	STORMWATER PIPE LINING	R&M-General	001-546001-53901	\$11,268.50
<b>Check Total</b>							<b>\$11,268.50</b>
<b>CHECK # 8469</b>							
11/11/22	Vendor	DEPT OF ECONOMIC OPPORTUNITY	86810	DISTRICT FILING FEE FY 2022/23	Annual District Filing Fee	001-554007-51301	\$175.00
<b>Check Total</b>							<b>\$175.00</b>
<b>CHECK # 8470</b>							
11/22/22	Vendor	DISASTER LAW & CONSULTING, LLC	110222	LEGAL COUNSEL THRU OCT 2022	ProfServ-Other Legal Charges	001-531028-51401	\$1,687.50
<b>Check Total</b>							<b>\$1,687.50</b>
<b>CHECK # 8471</b>							
11/22/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV009150	QTRLY MAINT - WETLAND PRESERVE OCT-DEC 2022	Contracts-Preserve Maintenance	001-534076-53901	\$25,957.50
11/22/22	Vendor	PENINSULA IMPROVEMENT CORP.	INV009149	OCT 2022 LAKE/LITTORAL MAINT	Contracts - Lake Maintenance	001-534345-53901	\$5,417.00
<b>Check Total</b>							<b>\$31,374.50</b>
<b>CHECK # 8472</b>							
11/22/22	Vendor	FEDEX	7-947-19830	FEDEX AGENGA PKG	Postage and Freight	001-541006-51301	\$40.43
<b>Check Total</b>							<b>\$40.43</b>
<b>CHECK # 8473</b>							
11/22/22	Vendor	THE QUARRY COMMUNITY ASSOCIATION	10252022	FIELDSTONE LANE WALL DRAINAGE	R&M-General	001-546001-53901	\$1,600.00
<b>Check Total</b>							<b>\$1,600.00</b>
<b>CHECK # 8474</b>							
11/22/22	Vendor	KUTAK ROCK LLP	312688616823-1	GEN COUNSEL THRU SEPT 2022	ProfServ-Legal Services	001-531023-51401	\$2,328.55
<b>Check Total</b>							<b>\$2,328.55</b>
<b>CHECK # 8475</b>							
11/30/22	Vendor	CPH	142938	ENG G SVCS THRU SEPT 2022	Water Quality Testing	001-549960-53901	\$3,732.75
11/30/22	Vendor	CPH	143348	ENG G SVCS THRU SEPT 2022	ProfServ-Engineering	001-531013-51501	\$4,481.70
11/30/22	Vendor	CPH	143349	REIMBURSABLES THRU SEPT 2022	ProfServ-Engineering	001-531013-51501	\$142.05
<b>Check Total</b>							<b>\$8,356.50</b>
<b>ACH #DD127</b>							
11/18/22	Employee	TIMOTHY B. CANTWELL	PAYROLL	November 18, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>ACH #DD128</b>							
11/18/22	Employee	DEAN A. BRITT	PAYROLL	November 18, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>ACH #DD129</b>							
11/18/22	Employee	MARION M. STUCKEY	PAYROLL	November 18, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>ACH #DD131</b>							
11/18/22	Employee	WILLIAM L. PATRICK	PAYROLL	November 18, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>Account Total</b>							<b>\$74,322.73</b>

**9Dii.**

**Quarry CDD FY2023 Calendar of Events**

As of December 2022 – updated 12/5/22

**December**

- 12/12/22 CDD Meeting
- 12/14/22 Inframark Supervisor Training – RSVP- Jacob Whitlock (Jacob.Whitlock@inframark.com)
- Inframark Q1 Inspection

**January**

- 1/9/23 CDD Meeting

**February**

- 2/13/23 CDD Meeting – Follow-Up Phase II B Pre-Construction Meeting
- Gatekeepers Preserve Fence Repairs (depending on water levels)

**March**

- 3/20/23 CDD Meeting
- Inframark Q2 Inspection
- FY2024 Draft Budget Provided
- QE USA, Inc. Warranty Repairs (Flint Court & Lake 30 depending on water levels)

**April**

- 4/17/23 CDD Meeting
- Phase II B Construction Golf Course Work Begins (end of April or early May depending on water levels)
- CPH Water Quality Sampling Event & Report

**May**

- 5/15/23 CDD Meeting – Tentative Budget Approval
- FY2022 Audit Acceptance

**June**

- 6/19/23 CDD Meeting
- Inframark Q3 Inspection

**August**

- 8/14/23 CDD Meeting – Budget Public Hearing

**September**

- 9/18/23 CDD Meeting
- Inframark Q4 Inspection

**Items needed to be added**

- CES Illinois pondweed cuttings
- CES Annual Preserve Maintenance Events
- CPH Preserve Inspection – Three reports remaining – approved 6/21/21
- CPH Stormwater Management Lakes Assessment & Stormwater System Annual Report – approved 6/20/22
- CPH FY2022 Shoreline Project Drone Survey – final survey TBD once construction work is completed
- MRI inspection – once all existing drainage structures have been identified (Proposal not yet approved)

**9Diiiia**

**From:** Jose Escobedo <[JEscobedo@barroncollier.com](mailto:JEscobedo@barroncollier.com)>

**Sent:** Sunday, December 4, 2022 4:51 PM

**To:** Will Elliott <[WElliott@barroncollier.com](mailto:WElliott@barroncollier.com)>

**Subject:**

DATE	PRESERVE	CREW
10/04/2022	# 3	7
10/05/2022	# 3	7
10/06/2022	# 1	6
10/24/2022	# 1	5
10/26/2022	# 2	5
10/27/2022	# 2	4
10/28/2022	# 1	4
10/29/2022	# 4	4

Preserve # 3

Species targeted

Brazilian pepper - torpedo grass - cesar weed -paragrass- vines

Preserve # 1

Species targeted

Brazilian pepper - torpedo grass - cesar weed- vines

Preserve # 4

Brazilian pepper - cesar weed - vines

Preserve # 2

Torpedo grass- paragrass - vines

----- Forwarded Message -----

**From:** Robert Jozaitis <[rjozaitis@verizon.net](mailto:rjozaitis@verizon.net)>  
**To:** LARRY PATRICK <[william\\_l\\_patrick@yahoo.com](mailto:william_l_patrick@yahoo.com)>  
**Sent:** Friday, November 4, 2022 at 12:05:37 PM EDT  
**Subject:** Invasive Carolina Willow Bushes

To: Members of The Quarry CDD

My name is Robert Jozaitis. I live with my wife, Mary, at 9351 Marble Stone Dr. in The Quarry. We have been at this residence for 11 years. There is a preserve behind our home and we are across from the 13th green of the golf course. For the last 5 or 6 years we have seen the steady creeping and the rapid growth of the willow bushes moving south across the preserve. The bushes have grown to a height of 20-30 feet. In addition, they present a fire hazard if struck by lightning or ignited by a cigarette or cigar. We are asking the CDD to remove the willow trees and bushes or at least mitigate the advance of this plant foe vegetation. Thank you for your consideration and attention to this matter.

Robert Jozaitis  
856 296 1326

## **TENTH ORDER OF BUSINESS**

**10A**

**AGREEMENT BETWEEN QUARRY COMMUNITY DEVELOPMENT DISTRICT AND  
QUARRY COMMUNITY ASSOCIATION, INC REGARDING THE DIVISION OF  
RESPONSIBILITIES FOR SURFACE WATER DRAINAGE IMPROVEMENTS**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

**QUARRY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, with a mailing address of 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (the “District”); and

**QUARRY COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 8975 Kayak Drive, Naples, FL 34120 (the “Association,” and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of the lands within its boundaries; and

**WHEREAS**, the District has constructed and/or acquired, certain stormwater management facilities, including stormwater lakes, ponds (including seawall & rip-rap shoreline protection), storm inlets, drains, pipes, water quality swales, weirs, and other water control structures, lake interconnect piping, littoral plantings and natural wetlands (collectively the “Master Stormwater System”); and

**WHEREAS**, the District is obligated to operate and maintain these assets for the purpose of satisfying South Florida Water Management District (“SFWMD”) permitting requirements, and satisfying obligations under the District’s bond indentures to reasonably maintain assets funded with tax-exempt bond proceeds; and.

**WHEREAS**, runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters, and downspouts as well as drainage from other sources such as pools and dry-wells may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System; and

**WHEREAS**, the owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly and the failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes within the District; and

**WHEREAS**, the Association is a Florida not-for-profit corporation which sets standards for improvements including, but not limited to, gutters, downspouts and drainage on properties within the District through the Architectural Modifications Committee); and

**Commented [A1]:** Need to confirm the name of this committee

**WHEREAS**, the District seeks to coordinate with the Association to ensure that gutters, downspouts, and/or other forms of drainage on properties within the district (“Lot Outfall Improvements”) are installed in a manner which meets all permitting requirements and also meets both District and Association standards to help prevent erosion, washouts, or other damage to the Master Stormwater System lake banks within the district; and

**WHEREAS**, the District and the Association desire to define their respective obligations relative to this issue; and

**NOW, THEREFORE**, in consideration of the recitals, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DISTRICT OBLIGATIONS.** The District shall identify properties within its boundary (“Drainage Properties”) on which the installation of Lot Outfall Improvements are necessary in order to significantly limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The District shall pay for the materials and installation for Lot Outfall Improvements on Drainage Properties.. The District shall enter into a temporary license agreement with the owners of the Drainage Properties to allow for access to the property in order to install the Lot Outfall Improvements. The District shall be responsible for only the installation of the Lot Outfall Improvements and shall not be responsible for the maintenance of the Lot Outfall Improvements after installation. Specifically, for Lot Outfall Improvements which drain directly into the Master Stormwater System through a District constructed connection point, owners of Drainage Properties shall be responsible for maintenance of the Lot Improvement above the connection point.

The District shall additionally be responsible for ensuring that alterations to the drainage patterns for Drainage Properties caused by the installation of Lot Outfall Improvements are consistent with the approved South Florida Water Management District permit for the subject property. In the event the drainage pattern, direction or outfall from a particular Drainage Property is proposed to be altered by the District in a way which requires a SFWMD permit modification, the District shall coordinate with the SFWMD to obtain the necessary permit modifications.

### **SECTION 3. ASSOCIATION OBLIGATIONS.**

- A. Development of Gutter, Downspout, and Drainage Standards.** The Association agrees to work with the District in developing a set of standards, to be titled “Gutter, Downspout, and Drainage Standards,” for Lot Outfall Improvements which meet both the aesthetic needs of the Association as well as the functional needs required by the District to

significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System. The Association agrees to adopt these standards once developed and employ them through the Architectural Modifications Committee.

Commented [A2]: Confirm name

- B. *Facilitation of Installation of Lot Outfall Improvements on Drainage Properties.*** The Association agrees to use all due diligence and enforcement mechanisms at its disposal in order to facilitate the District's installation of the Lot Outfall Improvements on the Drainage Properties.
- C. *Installation of Lot Outfall Improvements on Properties Not Identified as Necessary by the District.*** For any lot that has not been identified as a Drainage Property where a property owner desires to install Lot Outfall Improvements, the Association agrees to make all reasonable efforts to require such property owners to install the Lot Outfall Improvements in accordance with the standards developed by the District and the Association. The property owner shall be responsible for the installation and maintenance of improvements made in accordance with this subsection.
- D. *Maintenance of Lot Improvements.*** The Association agrees to use all due diligence and enforcement mechanisms at its disposal to obligate property owners to maintain Lot Outfall Improvements installed on their property, provided however, that the District shall be responsible for the maintenance of improvements located below the connection point to the Master Stormwater System.

**SECTION 4. COMPENSATION.** The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of the services to be performed by the Association pursuant to the terms of this Agreement.

**SECTION 5. TERM.** The term of this Agreement is for a period of twenty (20) years commencing on the Effective Date (the "Initial Term") and shall be automatically renewed for additional ten (10) year periods, unless either party provides at least ninety (90) days written notice of its intent not to renew. The District shall have the right to terminate this Agreement effective immediately at any time due to the Association's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause. The Association shall have the right, after the expiration of the Initial Term to terminate this Agreement upon thirty (30) days written notice without a showing of cause provided such notice shall be provided prior to May 1 of any calendar year after the expiration of the Initial Term.

**SECTION 6. RECOVERY OF COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory

limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 8. ASSIGNMENT.** Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

**SECTION 9. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 10. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

**SECTION 11. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

**SECTION 12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- |                                  |  |
|----------------------------------|--|
| <b>A. If to the District:</b>    | Quarry Community Development District<br>210 North University Drive<br>Suite 702<br>Coral Springs, Florida 33071<br>Attn: District Manager |
| <b>With a copy to:</b>           | Kutak Rock LLP<br>PO Box 10230<br>Tallahassee, Florida 32302<br>Attn: Wesley S. Haber  |
| <b>B. If to the Association:</b> | Quarry Community Association, Inc.<br>8975 Kayak Drive<br>Naples, FL 34120   |

**With a copy to:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_

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

**SECTION 14. NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

**SECTION 15. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

**SECTION 16. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

**SECTION 17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 18. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this

Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 19. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. The delivery of counterpart signatures by e-mail or facsimile transmission shall have the same force and effect as the delivery of a signed hard copy.

**IN WITNESS WHEREOF,** the Parties execute this Agreement the day and year first written above.

**ATTEST:**

**QUARRY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

**QUARRY COMMUNITY  
ASSOCIATION, INC.**

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

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

**10B**

## **LICENSE FOR ACCESS**

This **LICENSE FOR ACCESS** (the "License") is made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between \_\_\_\_\_ ("Licensor") and QUARRY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Licensee").

## **RECITALS**

**WHEREAS**, Licensor is the owner of certain real property located at (**insert address**) and shown on Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and

**WHEREAS**, Licensee is undertaking a project to prevent erosion and other damage to the stormwater ponds it owns located throughout the Quarry residential community from surface water runoff from residential properties (the "Project"); and

**WHEREAS**, as the Project necessitates that the Licensee, in coordination with the Quarry Community Association ("Association"), install drainage improvements including, but not limited to, gutters, downspouts and drains ("Drainage Improvements") in a manner which meets QCA Architectural Modifications Committee and Licensee standards on certain properties; and

**WHEREAS**, Licensee has identified the Property as one on which Drainage Improvements are necessary in order to meet the goals of the Project; and

**WHEREAS**, the plans for the Drainage Improvements to be installed on the Property are attached hereto as Exhibit B; and

**WHEREAS**, pursuant to Section 20.4 of that certain *Third Amended and Restated Declaration of Covenants, Conditions and Restriction for the Quarry*, recorded in the Official Records of Collier County, Florida at Book 6091, Page 3220 et, seq., Licensee has an easement over the property for the purpose of "ingress and egress" and "repairing, relocation and maintaining . . . lakes, ponds, wetlands, (and) drainage systems" provided Licensee's exercise of the easement "will not unreasonably interfere with the (Licensor's) use of improvements" on the Property (the "Easement")

**WHEREAS**, notwithstanding the existence of the Easement and without intending to impact Licensee's rights under the Easement, Licensee has requested that Licensor grant Licensee the right to temporarily access the portion of the Property identified on Exhibit A as the "License Area" in connection with the completion of the Project; and

**WHEREAS**, in furtherance thereof, Licensee has also requested that Licensor allow Licensee's agents, contractors and consultants, access onto the License Area for purposes of installing the Drainage Improvements in accordance with Exhibit B, and Licensor is willing to grant such access; and

**WHEREAS**, subsequent to the installation of the Drainage Improvements, Licensor agrees to be responsible for the maintenance of the Drainage Improvements located above the connection point to Licensee's master stormwater system.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged by Licensor, Licensor and Licensee hereby agree as follows:

1. **Recitals.** The above recitals are incorporated herein and made a part hereof.
2. **Grant of Access.** Licensor hereby grants to Licensee, for itself, its agents, contractors and consultants, a license to enter onto the License Area for the purpose of Installing the Drainage Improvements ("License Purpose"), subject to the further terms and provisions hereof. Licensor represents and warrants to Licensee that it has full power and authority to grant Licensee the rights described herein.
3. **License.** The rights granted herein to Licensee shall be deemed a license in favor of Licensee for the purposes as set forth herein. Notwithstanding anything to the contrary herein contained, this License shall automatically expire on the date upon which the Drainage Improvements are fully installed or [REDACTED], 202[REDACTED], whichever occurs sooner.
4. **No Disruption.** Licensee agrees by acceptance hereof to undertake the License Purpose in a commercially reasonable manner customary and typical of similar projects so as not to unreasonably interfere with Licensor's use of the Property.
5. **Restoration.** Licensee shall repair any damage resulting from the License Purpose and restore the Property to the condition it was in prior to Licensee's use of the License Area.
6. **Maintenance.** Subsequent to the installation of the Drainage Improvements, Licensor agrees to be responsible for the maintenance of the Drainage Improvements located above the connection point to Licensee's master stormwater system
7. **Entire Agreement.** This License contains the entire understanding between the parties and shall not be amended or modified except in a writing signed by the party to be charged.
8. **Counterparts; Electronic Signatures.** This License may be executed in multiple counterparts, each of which shall be deemed an original and all of which collectively shall constitute one instrument. Further, Licensor and Licensee agree that this License may be executed and delivered by electronic signature and transmission.

[remainder of page intentionally left blank]



**IN WITNESS WHEREOF**, the parties have executed this License as of the day and year first above written.

**LICENSOR:**

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

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

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

[signatures continue on the next page]

[signatures continued from previous page]

**LICENSEE:**

**QUARRY COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Depiction of the Property and License Area

(See Attached)

**10C**

**STORMWATER MANAGEMENT  
RULES AND POLICIES  
FOR  
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT**

**Section 1. Short Title, Authority and Applicability**

a. This document shall be known and may be cited as the “Stormwater Management Rules and Policies for The Quarry Community Development District”.

b. The Board of Supervisors (the “Board”) of The Quarry Community Development District (the “District”) has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes, as amended.

c. These rules and policies shall be applicable to all those property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District.

d. It is intended that these Rules will be administered in conjunction with the Gutter, Downspout, and Drainage Standards (“Standards”) published and enforced by the Architectural Modifications Committee of the Quarry Community Association, as may be amended from time to time. The Standards have been developed jointly by the Quarry Community Association (“Association”) and the District to meet both the aesthetic needs of the Association as well as the functional needs required by the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System (defined herein). A copy of the Standards may be obtained on the District’s website at quarrycdd.org.

**Commented [HWS1]:** Need to confirm the name of this committee

**Section 2. Background, Intent, Findings and Purpose**

a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules and policies (individually, each a “Rule” and collectively, the “Rules”) is to describe the various policies of the District relating to stormwater management.

b. Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

c. A Rule of the District shall be effective upon adoption by affirmative vote of the Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also

complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

d. The District is the operating entity responsible for the long-term operation and maintenance of the master stormwater management system servicing the property located within the boundaries of the District (the “Master Stormwater System”). The District owns certain real property and other improvements which comprise the Master Stormwater System. Stormwater lakes, ponds, control structures, lake interconnect piping, littoral plantings and natural wetlands are all integral parts of the Master Stormwater System. The owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly. The failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes with the District.

e. The Master Stormwater System is permitted through South Florida Water Management District (“SFWMD”) and Collier County, and the regulations of such governmental bodies control the design, operation and use of the Master Stormwater System. Notwithstanding the same, consistent with the regulations of such entities there are certain practices and actions that can be controlled to enhance the effectiveness of the Master Stormwater System and improve the overall function and aesthetic value of the Master Stormwater System.

f. Runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters and downspouts, may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System. Based upon the District’s prior experiences, undertaking corrective action for such events may result in the District expending significant sums of money to restore the Master Stormwater System (including lake banks) to maintain compliance with applicable permits and ensure public safety. These Rules are intended to establish rules and policies relating to the installation and use of gutters and downspouts and other forms of drainage on privately owned property within the District (“Lot Outfall Improvements”) which are discharging via overland flow or directly into the District’s lakes and wetlands. These Rules serve three goals: (1) reducing and/or spreading out the volume of water flowing from an owner’s property toward the lakes and wetlands within the District; (2) reducing the velocity of water flowing from an owner’s property toward the lakes and wetlands; and (3) maintaining compliance with applicable SFWMD and Collier County permits and regulations.

### **Section 3. Gutters and Downspouts**

#### **a. Installation or Modification of Gutters or Downspouts Generally.**

i. Drainage patterns for each property within the District shall be consistent with the approved SFWMD permit for the subject property. In the event the drainage pattern, direction or outfall from a particular property is proposed to be altered or is currently inconsistent with the approved SFWMD permit and all appurtenant permit modifications, then a modification to the applicable SFWMD permit may be required. All permitted cross sections and grade elevations shall be maintained per the SFWMD permit unless and until a modification is approved.

ii. The installation or modification of Lot Outfall Improvements on a home, condominium building or other structure (“Structure”) within the District shall be subject to the rules set forth herein and also subject to the Standards. Gutters and downspouts may not be directly connected to the water quality treatment lakes within the District without an approved modification to the applicable SFWMD permit.

**Commented [HWS2]:** This statement was in the Heritage Bay document. Albert – Is it accurate? Specifically, is the distinction for “water quality treatment” lakes important or can it just be all lakes, and is it accurate that permit modification is necessary?

iii. In order to prevent erosion and washouts, all Lot Outfall Improvements on property that is adjacent to a lake shall be designed such that all water runoff will be collected and routed to pipes, collection boxes and other drainage improvements located on District Property (“District Outfall Improvements,” and together with the Lot Outfall Improvements the “Outfall Improvements”) by a method consistent with the Standards and applicable permitting. Attached hereto and made a part hereof as “Exhibit A” are example concepts showing various methods within the District of collecting stormwater runoff and illustrating the intrusion of the Outfall Improvements into the adjacent lake to discharge the stormwater. As reflected in each of the attached examples, all outfalls from the Outfall Improvements into the lake shall be installed below the control elevation of the lake. All drainage design plans for Outfall Improvements are to be consistent and compliant with existing permits, rules and regulations. As the District is the owner of the adjacent lake property, no intrusion of Outfall Improvements into a lake shall be permitted without the prior review and approval of the District. Further, each example of Outfall Improvements has a defined connection point (the “Connection Point”) to delineate the separation of maintenance responsibility of the District and the owner. The District will be responsible for maintenance of improvements below the Connection Point and the owner will be responsible for maintenance of improvements above the Connection Point.

iv. The District shall periodically identify properties within its boundary (“Drainage Properties”) on which the installation and/or modification of Lot Outfall Improvements or connections to District Outfall Improvements are determined to be necessary in order to significantly limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The Association has agreed to use all due diligence and enforcement mechanisms at its disposal in order to facilitate the District’s installation and or modification of Lot Outfall Improvements on the Drainage Properties. The District shall pay for the costs to install and/or modify the Lot Outfall Improvements on the Drainage Properties, however, the owners of the Drainage Properties will be responsible for maintenance of the Lot Outfall Improvements above the Connection Point.

**b. Homes and Buildings Identified as Drainage Properties.**

i. **Compliant Existing Lot Outfall Improvements.** If a Structure on a Drainage Property has existing Lot Outfall Improvements which meet the Standards and if District Outfall Improvements have already been permitted and installed adjacent to the Drainage Property, the District shall coordinate with the Association to ensure that the existing Lot Outfall Improvements are connected to the District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or Collier County is required to connect the existing Lot Outfall Improvements to the District Outfall Improvements. If additional permitting is required, then the District shall be responsible for the cost and expense of any additional planning, design, engineering and permitting required for the connection. The District shall be responsible for all costs and

expenses relating to the connection to the existing Lot Outfall Improvements. The District shall enter into a temporary license agreement in substantially the form attached hereto as Exhibit B (the "License Agreement") with the owners of the Drainage Properties to allow for access to the property in order to connect the existing Lot Outfall Improvements to the District Outfall Improvements. Once the connection is made, the District shall be responsible for maintenance of only improvements below the Connection Point and the Property Owner (or the property owner's successor in title) will be responsible for maintenance of improvements above the Connection Point. The Property Owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

ii. No Compliant Lot Outfall Improvements or No Lot Outfall Improvements. If a Structure on a Drainage Property has Lot Outfall Improvements that do not meet the Standards or if there are no existing Lot Outfall Improvements on the property, the District shall coordinate with the Association to install all necessary Lot Outfall Improvements (including District Outfall Improvements draining directly into a lake) which meet the Standards. The District will review whether any additional permitting through SFWMD and/or Collier County is required for the installation of all improvements. If additional permitting is required, then the District shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation of the improvements. The District shall be solely responsible for all costs and expenses relating to the installation of any Outfall Improvements. All work shall be performed and completed consistent with applicable permits and approvals. The District shall enter into a License Agreement with the owners of the Drainage Property to allow for access to the property in order to install the Lot Outfall Improvements. Once the installation of the Lot Outfall Improvements is complete, the District shall be responsible for maintenance of only improvements below the Connection Point and the Property Owner (or the Property Owner's successor in title) will be responsible for maintenance of improvements above the Connection Point. The Property Owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Property Owner's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

c. Homes and Buildings Not Identified as Drainage Properties

i. Homes and Buildings Desiring Lot Outfall Improvements Not Identified as Drainage Properties. The District shall not be responsible for the costs and expenses associated with any Lot Outfall Improvements made on properties which have not been designated as Drainage Properties. If a Property Owner is required by the Association to install any improvements necessary to bring the Structure in compliance with the Standards, or if a Property Owner wishes to install said improvements on their own accord, the Property Owner shall be responsible for any costs associated with the improvements. This includes any cost and expense of any additional planning, design, engineering and permitting required for the installation. If the Lot Outfall Improvements include a direct connection to a previously installed District Outfall Improvement, the District will be responsible for maintenance of only improvements below the Connection Point and the Property

Owner (or the Property Owner's successor in title) will be responsible for maintenance of improvements above the Connection Point. The Property Owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Property Owner's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

**Section 4. Compliance with Laws**

All property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the Master Stormwater System shall, in addition to these Rules, be obligated to comply with all applicable federal, state, and local laws and regulations including, without limitation, all permits issued by SFWMD for the operation and use of the Master Stormwater System.

**Section 5. Enforcement**

The District shall have any and all rights available under the Act and Florida law to enforce the provisions of these Rules. The District's staff including, without limitation, the District Manager shall have the authority to act on behalf of the District with respect to the enforcement of these Rules including, without limitation, taking any actions necessary to the enforcement and/or prosecution of violations of these Rules consistent with Florida law. In addition to, and not as a limitation on the District, the District shall have the right to notify SFWMD, Collier County or any other appropriate regulatory body of a violation of these Rules or any existing permits issued by any such regulatory body.

**Section 6. Effective Date**

These Rules shall be effective upon their adoption.