



**QUARRY
COMMUNITY DEVELOPMENT
DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
MAY 22, 2019
11:00 A.M.**

Special District Services, Inc.
27499 Riverview Center Boulevard, #253
Bonita Springs, FL 33134

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AGENDA
QUARRY COMMUNITY DEVELOPMENT DISTRICT
The Quarry Beach Club
8975 Kayak Drive
Naples, Florida 34120
REGULAR BOARD MEETING & PUBLIC HEARING
May 22, 2019
11:00 a.m.

- A. Call to Order
- B. Pledge of Allegiance
- C. Proof of Publication.....Page 1
- D. Establish Quorum
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
 - 1. April 16, 2019 Regular Board Meeting Minutes.....Page 2
- H. **Public Hearing – Levy Non Ad-Valorem Assessments**
 - 1. Proof of Publication.....Page 8
 - 2. Receive Public Comments on Regarding Intent to Levy Non-Ad Valorem Assessments
 - 3. Consider Adjusting and Equalizing Non-Ad Valorem Special Assessments Based on Comments from the Public
 - 4. Consider Approval of the Project and the Levy of Special Assessments
 - 5. Consider Resolution No. 2019-05 (1) Levying Special Assessments; and (2) Adoption of Final Assessment Roll.....Page 9
- I. Old Business
 - 1. Status of Contractor Negotiations for Phase 1 Repairs
- J. New Business
 - 1. Consider RFP’s for District Management Services.....Page 59
 - 2. Consider Resolution No. 2019-06 – Re-Setting Public Hearing on the Rules of Procedure.....Page 60
 - 3. Consider Approval/Ratification of Form of District Engineer Agreement with CPH.....Page 124
 - 4. Authorize Work Authorization with CPH for Phase 2 Construction Inspection Services.....Page 149
 - 5. Consider Approval/Ratification of Form of Quality Assurance Agreement with ECS.....Page 152
 - 6. Consider Approval/Ratification of Form of Phase 2 Construction Contract with Quality Enterprises.....Page 171
 - 7. Consider Resolution No. 2019-07 – Authorizing the Sale of Series 2019 Bonds.....Page 172
 - 8. Consider Resolution No. 2019-08 – Adopting a Fiscal Year 2019/2020 Proposed Budget.....Page 183

K. Administrative Matters

1. Engineer Report

a. FEMA Update

2. Legal Report

a. Update Regarding Status of Negotiating Homeowner Demands – Tim Cantwell

3. Manager Report

a. Financials.....Page 193

L. Board Members Comments

1. Discussion Regarding Staging and Access Plan – Lloyd Schliep

2. Discussion Regarding Boat Dock Renovation Plan – Lloyd Schliep

M. Adjourn

Naples Daily News

April 26, 2019

Miscellaneous Notices

QUARRY COMMUNITY DEVELOPMENT DISTRICT REVISED FISCAL YEAR 2018/2019 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Quarry Community Development District will hold Regular Meetings at 1:00 p.m. (*unless noted differently*) at The Quarry Beach Club located at 8975 Kayak Drive, Naples, Florida 34120, on the following dates:

May 22, 2019 (at 11:00 a.m)

June 17, 2019

July 15, 2019

August 19, 2019

September 16, 2019

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors will participate by telephone; therefore, a speaker telephone will be present at the location of these meetings so that Supervisors can attend the meetings and be fully informed of the discussions taking place either in person or by telephone. Meetings may be continued to a date, time, and place certain to be specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be canceled from time to time without advertised notice.

QUARRY COMMUNITY DEVELOPMENT DISTRICT

www.quarrycdd.org

April 26, 2019 No.2273291

**QUARRY COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 16, 2019**

A. CALL TO ORDER

The April 16, 2019, Regular Board Meeting of the Quarry Community Development District was called to order at 9:00 a.m. at the Quarry Beach Club located at 8975 Kayak Drive, Naples, Florida 34120.

B. PLEDGE OF ALLEGIANCE

C. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Naples Daily News* on April 5, 2019, as legally required.

D. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

Chair	George Cingle	Present
Vice Chair	Stanley T. Omland	Present
Supervisor	Timothy B. Cantwell	Present
Supervisor	William G. Flister	Present
Supervisor	Lloyd Schliep	Present

Staff members in attendance were:

District Manager	Kathleen Dailey	Special District Services, Inc.
District Counsel	Jere Earlywine (via telephone)	Hopping Green & Sams
District Engineer	Josh Evans	JR Evans Engineering

Also in attendance were Michael McElligott of Special District Services, Inc. (via phone); Clark Bennett of Spectrum Municipal Services, Inc. (via phone); Cheryl Ollila, QCA President; and the following residents: Douglas Gober, Jim Kinsler, Brian Kearns, Deb Mikrant, Andrew & Maureen Ho.

E. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Cingle advised that there was a long agenda and he would like to concentrate on Items H1 and H2, I2-9 and table the other items, if there is not enough time to address. It was the consensus of the Board to do so.

Mr. Cantwell asked to add under the legal report, a discussion on a Board Member working with the attorney on demand letters received. There was a consensus to add the item.

F. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

G. APPROVAL OF MINUTES

1. April 1, 2019, Special Board Meeting

The April 1, 2019, Special Board Meeting minutes were presented for approval.

A **motion** was made by Mr. Omland, seconded by Mr. Cantwell and passed unanimously approving the April 1, 2019, Special Board Meeting minutes, as presented.

H. OLD BUSINESS

1. Status of Contractor Negotiations for Phase 1 Repairs

Mr. Omland stated that 3 of the 4 parties had been in contact with the District and there was some progress, but not much. He stated that Metro and Bonita Grand Mine were the primary parties and the limited response from the mine had been unacceptable. He furthered that the attorneys were reaching out to all parties for mediation.

2. Discussion on ECS Contract

Mr. Earlywine advised that they were putting together the form of the agreement and expanding the scope. Mr. Cingle added that there was a misunderstanding on ESC's part on the scope and a realistic price was being worked on for a 6 month project, not a 6 week project. Mr. Omland indicated that the new District Engineer might be able to take over that role.

Mr. Schliep stated that he had been in discussions with Lou Gaudio of Quality Engineering and there were 4 or 5 open items that were being worked into the contract, including a staging area, grading and sod and additional work hours. Mr. Cingle added that Quality Engineering had proposed a step-by-step quality process, so the Board may want to consider that before spending money on an additional Quality Manager. Mr. Schliep went over their internal quality control measures. It was consensus of Board to continue negotiations and finalize a solid quote for services.

I. NEW BUSINESS

1. Discussion Regarding Creation of Committees

This item was tabled.

2. Discussion Regarding Scope of Full Service CDD Management Company

Mr. Cingle indicated that Heritage Bay had a successful project using a full-service management company and he had developed specifications for same. He added that the scope includes maintenance of capital improvements and field management. Mr. Omland opined that it was an expansive scope of services, so it would be difficult to expect a financial response. Mr. Cingle indicated that it provided a shopping list for services that proposers could defer or give estimates for sub-contractors. Mr. Cantwell stated he had attended Heritage Bay meetings and believes aligning as closely as possible with their district is advantageous for efficiency. Mr. Schliep added that he had gone to Heritage Bay and noted that they cover all the basis for everything that needs

coordinating. Mr. Omland stated that the Board Members need to be aware that the additional services and addressing lake management issues that have not been done will result in an increased budget. There was general discussion on putting out the RFP and having the responses due back before the next meeting.

A **motion** was made by Mr. Omland, seconded by Mr. Cantwell and passed unanimously directing staff to advertise the RFP with responses due back prior to the next meeting.

3. Ranking and Direction on Engineer of Record RFQ

Mr. Earlywine went over the process and stated that the Board had received one response from CPH. He furthered that if the Board is satisfied, they should declare the proposer as responsive and qualified and direct staff to commence contract negotiations. There was general discussion on the fees and Heritage Bay's support for them. Mr. Omland stated he was pleased with Mr. Evans' willingness to work with them, as there is a lot of history to transfer. Mr. Evans added that he would stay on as long as needed. He also noted that CPH was a qualified firm and their fees were similar to his. Mr. Omland stated that the proposal shows they are based out of Tampa and to be sure the contract does not include travel time.

4. Consider Resolution No. 2019-01 – Authorizing the Chairman and District Manager to Authorize Certain Expenditures

Resolution No. 2019-01 was presented, entitled:

RESOLUTION 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE

Mr. Cingle gave the background and stated that this was a two-step process, allowing the Chairman and Manager to approve up to \$5,000 of expenditures in between meetings.

A **motion** was made by Mr. Omland, seconded by Mr. Flister and passed unanimously to adopt Resolution No. 2019-01, as presented.

5. Consider Approval of Preliminary Assessment Methodology Report for Special Assessment Refunding and Approving Bonds

Mr. McElligott went over the terms and responded in the affirmative when Mr. Earlywine asked if the assessments were supported by the project and fairly and equally distributed. Mr. Bennett went over the term sheet and there was a general discussion.

A **motion** was made by Mr. Flister, seconded by Mr. Cantwell and passed unanimously approving the term sheet, in substantial form, authorizing the Chairman to execute same.

6. Consider Approval of Engineer's Report

Mr. Evans advised that the report had been revised from the 2018 version and was increased to reflect Phases Two and Three. He responded in the affirmative when Mr. Earlywine asked if he would certify that the report was reasonable, based on market conditions and that the phases are feasible.

A **motion** was made by Mr. Cantwell, seconded by Mr. Flister and passed unanimously approving the Engineer's Report, as presented.

7. Consider Resolution No. 2019-02 – Declaring Special Assessments

Resolution No. 2019-02 was presented, entitled:

RESOLUTION 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

Mr. Earlywine advised that this begins the process of levying assessments by declaring intent and setting a public hearing. He went over the provisions and recommended the Chairman be authorized to execute the resolution.

A **motion** was made by Mr. Schliep, seconded by Mr. Cantwell and passed unanimously to adopt Resolution No. 2019-02, as presented, authorizing the Chairman to execute.

8. Consider Resolution No. 2019-03 – Setting a Public Hearing on Special Assessments

Resolution No. 2019-03 was presented, entitled:

RESOLUTION 2019-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON MAY 22, 2019, AT 11:00 A.M. AT THE QUARRY BEACH CLUB, 8975 KAYAK DRIVE, NAPLES,

FLORIDA 34120, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE QUARRY COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

There was a general discussion and a consensus to have the attorney draw up a letter of intent to the contractor so that they can get a head start on the project.

A **motion** was made by Mr. Schliep, seconded by Mr. Flister and passed unanimously to adopt Resolution No. 2019-03, as presented, setting the Public Hearing for May 22, 2019, at 11:00 a.m., as presented.

9. Consider Resolution No. 2019-04 – Setting a Public Hearing on the Rules of Procedure

Resolution No. 2019-04 was presented, entitled:

RESOLUTION 2019-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Earlywine advised that every five years it was good to update the rules of procedure for the District. He added the proposed rules mirror Florida law and fills in the gaps. Mr. Omland asked that the attorney prepare an executive summary for the public hearing.

A **motion** was made by Mr. Omland, seconded by Mr. Schliep and passed unanimously to adopt Resolution No. 2019-04, as presented, setting the Public Hearing for May 22, 2019.

J. ADMINISTRATIVE MATTERS

1. Engineer's Report

a. FEMA Update

Mr. Evans reminded everyone that at the last meeting he had provided a list of completed and active steps. He indicated that the environmental review had been signed off and submitted to FEMA for final review. Upon discussion, a **motion** was made by Mr. Schliep, seconded by Mr. Cantwell and passed unanimously to retain the District Engineer beyond May 20, 2019, in order to handle FEMA issues and for the transition to the new engineer of record.

2. Legal Report

Mr. Cantwell indicated that a Board Member should be designated to work with the attorney on the process of dealing with demand letters. Mr. Earlywine indicated that these go to the insurance company and the agent handles the defense, so staff has little involvement. Upon discussion, a

motion was made by Mr. Schliep, seconded by Mr. Omland and passed unanimously appointing Mr. Cantwell to represent the Board in discussions with the defense counsel on such issues.

3. Manager's Report

There was no Manager's Report at this time.

K. BOARD MEMBER COMMENTS

1. Report on Heritage Bay Umbrella Association Meeting – George Cingle

This item was tabled.

2. Discussion on Letter to Homeowners – George Cingle

Mr. Cingle advised that he would be drafting a letter to be e-mailed through the QCA about Phases Two and Three of the project being eminent and notifying residents of the requirements, where necessary.

3. Long Range Strategic Planning – Timothy Cantwell

This item was tabled.

L. ADJOURNMENT

The Regular Board Meeting was adjourned at 11:20 a.m. on a **motion** made by Mr. Omland, seconded by Mr. Cantwell and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice-Chair

**RESOLUTION 2019-05
SPECIAL ASSESSMENT BONDS, SERIES 2019, SHORELINE RESTORATION
PROJECT**

A RESOLUTION AUTHORIZING DISTRICT PROJECTS FOR ACQUISITION AND/OR CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITTED BY SUCH PROJECTS TO PAY THE COST THEREOF; SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S \$3,508,296 SPECIAL ASSESSMENT BONDS, SERIES 2019 (SHORELINE RESTORATION PROJECT); PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, The Quarry Community Development District (the "District") has indicated its intention to reconstruct, equip and install certain infrastructure improvements to its stormwater management system, which improvements are described in more detail herein, through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, on April 17, 2018, the Board of Supervisors (the "Board") of the Quarry Community Development District (the "District") adopted Resolutions 2019-08 and 2018-09 regarding the levy of special assessments to secure the costs to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the improvements described in the *Supplemental Engineer's Report for Infrastructure Improvements*

dated April 15, 2018 (the “Initial Improvement Plan”); and

WHEREAS, on May 21, 2018, after conducting a public hearing, the District adopted Resolution 2018-12, which formally levied assessment to secure the District’s \$3,485,000 Special Assessment Refunding and Improvement Bonds, Series 2018 (the “2018 Bonds”), the proceeds of which were, in part, to be used to construct the Initial Improvement Plan;

WHEREAS, the District completed only a portion of the Initial Improvement Plan (the “Phase One Project”) with the proceeds of the 2018 Bonds; and

WHEREAS, pursuant to Resolution 2019-02, the District’s Board of Supervisors (the “Board”) determined to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the *Supplemental Engineer’s Report for Phase I, II and III Infrastructure Improvements* dated, as revised, April 16, 2019, attached hereto as **Exhibit A** and incorporated herein by reference (the “Completion and Repair Improvement Plan”), which describes the improvements necessary to complete the Initial Improvement Plan (the “Phase Two Project”) and make certain repairs to the Phase One Project (the “Phase Three Project,” which, together with the Phase Two Project, shall be referred to as the “2019 Project”); and

WHEREAS, pursuant to Resolution 2019-02, the Board determined that it is in the best interest of the District to pay the cost of the 2019 Project by special assessments pursuant to Chapter 190, Florida Statutes (the “2019 Project Assessments”); and

WHEREAS, the District Board of Supervisors (the “Board”) has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments; and

WHEREAS, on May 22, 2019, the Board adopted Resolution 2019-07, authorizing the issuance of its \$3,508,296 Quarry Community Development District Special Assessment Bonds, Series 2019 (Shoreline Restoration Project) (the “Series 2019 Bonds”) and further approving and authorizing the execution a Bond Placement Agreement consistent with the terms of Resolution 2019-07 (“Bond Placement Agreement”); and

WHEREAS, the District desires to set forth the particular terms of the sale of the Series 2019 Bonds and confirm the lien of the levy of special assessments securing the Series 2019 Bonds.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized under Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, and equip, certain improvements including, but not limited to, water management and control facilities, utilities, and other infrastructure improvements, and services necessitated by the development of, and serving lands within the District.

(c) The District is authorized by Chapters 170, 190 and 197, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and

services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that: (i) the District provide the 2019 Project, the nature and location of which was initially described in Resolution 2019-02 and is shown in the Completion and Repair Improvement Plan, a copy of which is attached hereto as **Exhibit A**, the plans and specifications of which are on file in the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410; (ii) the cost of the 2019 Project be assessed against the lands specially benefited by the 2019 Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of the 2019 Project, the levying of such special assessments and the sale and issuance of the Series 2019 Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay the costs of the 2019 Project which are to be assessed against the benefitted properties, pending the collection of such special assessments, it is necessary for the District to sell and issue its Series 2019 Bonds.

(g) By Resolution 2019-02, the Board determined to provide the 2019 Project and to defray the costs thereof by levying special assessments on benefitted property. Resolution 2019-02 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2019-02, said Resolution 2019-02 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2019-02, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, after completion of the preliminary assessment roll, the Board adopted Resolution 2019-03 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of the 2019 Project, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*, and affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) At a public meeting held on May 22, 2019, at the time and place specified in the published notice referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing and heard and considered all complaints and testimony as to the matters described in paragraph (j) above, and based thereon, has made such modifications (if any) in the preliminary assessment roll as is desirable at this time.

(m) Having considered the estimated costs of the 2019 Project and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines that:

(i) the estimated costs of the 2019 Project are as specified in the Completion and Repair Improvement Plan, which Completion and Repair Improvement Plan is hereby adopted and approved, and that the amount of such costs is reasonable and proper;

(ii) it is reasonable, proper, just and right to assess the cost of the 2019 Project against the properties specially benefitted thereby using the methods determined by the Board set forth in the *Supplemental Assessment Methodology Report for Special Assessment Bonds, Series 2019 (Shoreline Restoration Project)*, dated April 16, 2019, attached hereto as **Exhibit B** and incorporated herein by reference (the “Assessment Report”), which results in the special assessments set forth on the final assessment roll;

(iii) it is hereby declared that the 2019 Project will constitute a special benefit to all parcels of real property as listed on said final assessment roll, as further described in the Assessment Report, and that the benefit, in the case of each such parcel, will be equal to or in excess of the special assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the special assessments be paid and collected as herein provided.

(n) On May 22, 2019, the District adopted Resolution 2019-07, which authorized the sale of

bonds to pay all or a portion of the 2019 Project, as sometimes referred to as the “Shoreline Restoration Project.” Resolution 2019-07 also approved or authorized forms of various necessary documents to close on the Series 2019 Bonds.

SECTION 3. AUTHORIZATION OF THE 2019 PROJECT. The 2019 Project for reconstruction of infrastructure improvements initially described in Resolution 2019-02, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of the Series 2019 Bonds.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the 2019 Project and the costs to be paid by special assessments on all specially benefited property are set forth in **Exhibits A and B**.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The special assessments on the parcels specially benefited by the 2019 Project, all as specified in the final assessment roll included in **Exhibit B**, are hereby equalized, approved, confirmed and levied. The District may make such adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the special assessments, then the District shall, by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and

without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. TERMS OF SERIES 2019 BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2019 BONDS. The Series 2019 Bonds, in an aggregate principal amount of \$3,508,296, shall bear interest at a rate of 4.875% and maturity date of May 1, 2029. The sources and uses of funds of the Series 2019 Bonds shall be as set forth in **Exhibit C**. The debt service due on the Series 2019 Bonds is set forth on **Exhibit D** attached hereto. The lien of the special assessments securing the Series 2019 Bonds on the lands assessed shall be the principal amount due on the Series 2019 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection.

Notwithstanding the interest rate set forth above, the bond documents for the Series 2019 Bonds include certain events that will result in a change to the interest rate. Specifically, the bond documents contemplate that: 1) in the event that the Bonds were ever to lose their tax-exempt status, the District would be required to pay a higher interest rate of 6.33%; 2) in the event of an occurrence of a loss of Bank Qualified Status, the interest rate on the Bonds shall be adjusted to a rate of 6.33%; and 3) in the event of a payment default by the District on the Bonds, the District will be required to pay a Default Rate of 6.33% per annum until the default is remedied. The assessment lien contemplated by this Resolution includes the obligation to pay assessments corresponding to these higher interest rates in the event that the Bonds ever meet any of the three specified events and shall apply without further notice to any property owner and without holding a public hearing.

SECTION 7. ALLOCATION OF ASSESSMENTS SECURING THE SERIES 2019 BONDS.

(a) The special assessments for the Series 2019 Bonds shall be allocated in accordance with **Exhibit B**. The Assessment Report, considered herein, reflects the maximum terms of the issuance of the District's Series 2019 Bonds. The estimated costs of collection and required gross up for early payment discount of the special assessments for the Series 2019 Bonds are as set forth in the Assessment Report; however, in any given year, such actual costs and required gross up amounts shall be included in the special assessments collected by the District under any method authorized by law.

(b) The lien of the special assessments securing the Series 2019 Bonds is being imposed on that certain benefited property within the District, as more particularly described in the Assessment Report attached hereto. To the extent land is added to the District, the District may, by supplemental resolution, determine such land to be benefited by the 2019 Project and reallocate the special assessments securing the Series 2019 Bonds and impose special assessments on the newly added and benefited property.

(c) Taking into account capitalized interest to November 1, 2019 as set forth in the Trust Indenture for the Series 2019 Bonds, the District shall begin annual collection of special assessments in November of 2019 for the Series 2019 Bonds debt service payment due on May 1, 2020 using the methods available to it by law. Beginning in November of 2019 there shall be 10 years of annual installments of interest.

SECTION 8. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The special assessments may be paid in not more than ten (10) consecutive annual installments of principal and interest. The special assessments may be paid in full without interest at any time within thirty (30) days after the completion of the 2019 Project and the adoption by the Board of a resolution by the District accepting the 2019 Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District. At any time subsequent to thirty (30) days after the 2019 Project has been completed and a resolution accepting the 2019 Project has been adopted by the Board, the special assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. An owner of property subject to the special assessments may pay all, or a portion once, of the principal balance of such special assessment remaining due at any time if there is also paid an amount equal to the interest that would otherwise be due on such balance on the next succeeding interest payment date for the Series 2019 Bonds or, if prepaid during the forty-five (45) day period preceding such interest payment date, on the second succeeding interest payment date. Prepayment of special assessments does not entitle the property owner to any discounts for early payment.

(b) In no event shall the District collect special assessments pursuant to this Resolution in excess of the total debt service related to the Series 2019 Bonds, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the 2019 Project. If any assessment reallocation pursuant to this Resolution would result in special assessments collected in excess of the District's total debt service

obligation on the Series 2019 Bonds, the Board shall by resolution take appropriate action to equitably reallocate the special assessments.

(c) The District hereby certifies the special assessments for collection each year and directs the District Manager to take all actions necessary to meet the time and other deadlines imposed by the Collier County (the “County”) for collection and Florida law.

(d) The District intends, unless inapplicable or unavailable or otherwise not in the District’s best interests, to collect the special assessments on the benefitted lands using the Uniform Method set forth in Chapter 197, *Florida Statutes*, or any successor statute hereto. The District Manager shall prepare or cause to be prepared each year a tax roll for purposed of effecting the collection of the special assessments and present same to the District Board as required by law. The decision to collect special assessments by any particular method 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, and subject to any restrictions in the Series 2019 Bond documents, to select collection methods in any given year, regardless of past practices.

(e) If in any year, the District determines it to be in its best interest to directly collect the special assessments, or if the Uniform Method is unavailable, the District Manager is further directed and authorized to take all actions necessary to collect any payments of debt when due and to collect the special assessments using methods available to the District authorized by Florida law. The deposit of all special assessments securing the Series 2019 Bonds collected by the District under any allowable method shall be made in accordance with the provisions of Sections 197.3632 and 197.3635, *Florida Statutes*, and the First Supplemental Indenture dated as of March 1, 2018.

(f) The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the Board as required by law.

(g) For each year the District uses the Uniform Method, the District shall enter into an agreement with the County Tax Collector who may notify each owner of a lot or parcel within the District of the amount of the non-ad valorem special assessment imposed on property subject thereto, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

(h) Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, and subject to any restrictions in the Series 2019 Bond documents, the special assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect special assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(i) The District shall in November 2019 begin annual collection of special assessments for the Series 2019 Bonds debt service payments using the methods available to it by law. The annual special assessment certified for collection each year shall not be reduced from year to year, except to the extent the costs of collection decrease or the gross up for early payment discount is lowered by law or with respect to the last assessment installment needed to fully retire the Series 2019 Bonds.

(j) In the event a special assessment payment directly collected by the District is not made, the whole assessment, including any remaining partially deferred payments for the year in question if any, as well as future installments of special assessments securing the Series 2019 Bonds,

shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments.

SECTION 9. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire 2019 Project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each special assessment the difference, if any, between the amount of special assessments as hereby made, approved and confirmed and the actual costs incurred in completing the 2019 Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of special assessments for the entire has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the 2019 Project.

SECTION 10. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government, and common areas, shall not be subject to the special assessments without specific consent thereto. If at any time, any real property on which special

assessments are imposed by this resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of the special assessments thereon), or to a property owners association or a home owners association that is exempt from special assessments under Florida law (without the consent of such association to the imposition of special assessments thereon), all future unpaid special assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 11. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this resolution, these special assessments as reflected herein and in **Exhibit B** shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book”. The special assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 12. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a Notice of 2019 Assessments in the Official Records of Collier County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 13. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such

other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 14. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 15. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED THIS 22nd DAY OF MAY, 2019.

**THE QUARRY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman, Board of Supervisors

- Exhibit A:** Completion and Repair Improvement Plan
- Exhibit B:** Assessment Report
- Exhibit C:** Sources and Uses of Funds for Series 2019 Bonds
- Exhibit D:** Annual Debt Service Payment Due on Series 2019 Bonds

Exhibit A
Completion and Repair Improvement Plan

Exhibit B
Assessment Report

Exhibit C
Sources and Uses of Funds for Series 2019 Bonds

QUARRY COMMUNITY DEVELOPEMENT DISTRICT

Special Assessment Bonds, Series 2019

Shoreline Restoration Project

Sources & Uses

Dated 05/29/2019 | Delivered 05/29/2019

Sources Of Funds

Par Amount of Bonds	\$3,508,296.00
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Total Sources	\$3,508,296.00
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Uses Of Funds

Costs of Issuance	136,083.57
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Deposit to Capitalized Interest (CIF) Fund	72,212.43
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Deposit to Project Construction Fund	3,300,000.00
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Total Uses	\$3,508,296.00
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Exhibit D
Annual Debt Service Payment Due on Series 2019 Bonds

QUARRY COMMUNITY DEVELOPEMENT DISTRICT

Special Assessment Bonds, Series 2019

Shoreline Restoration Project

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2019	-	-	72,212.43	72,212.43
05/01/2020	292,227.00	4.875%	85,514.72	377,741.72
11/01/2020	-	-	78,391.68	78,391.68
05/01/2021	293,170.00	4.875%	78,391.68	371,561.68
11/01/2021	-	-	71,245.66	71,245.66
05/01/2022	307,462.00	4.875%	71,245.66	378,707.66
11/01/2022	-	-	63,751.28	63,751.28
05/01/2023	322,451.00	4.875%	63,751.28	386,202.28
11/01/2023	-	-	55,891.53	55,891.53
05/01/2024	338,171.00	4.875%	55,891.53	394,062.53
11/01/2024	-	-	47,648.62	47,648.62
05/01/2025	354,657.00	4.875%	47,648.62	402,305.62
11/01/2025	-	-	39,003.85	39,003.85
05/01/2026	371,946.00	4.875%	39,003.85	410,949.85
11/01/2026	-	-	29,937.67	29,937.67
05/01/2027	390,079.00	4.875%	29,937.67	420,016.67
11/01/2027	-	-	20,429.49	20,429.49
05/01/2028	409,095.00	4.875%	20,429.49	429,524.49
11/01/2028	-	-	10,457.80	10,457.80
05/01/2029	429,038.00	4.875%	10,457.80	439,495.80
Total	\$3,508,296.00	-	\$991,242.31	\$4,499,538.31



**QUARRY
COMMUNITY DEVELOPMENT DISTRICT**

Supplemental Assessment Methodology Report

For

**Special Assessment Bonds,
Series 2019 (Shoreline Restoration Project)**

April 16, 2019

Submitted by:
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

Toll Free: 877.737.4922
Fax: 561.630.4923
www.sdsinc.org

1.0 INTRODUCTION

The Quarry Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended. The District was established on July 27, 2004, by Ordinance No. 2004-53 (the “Ordinance”) enacted by Collier County to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Development.

On May 3, 2018 the District closed on the Special Assessment Refunding and Improvement Bonds, Series 2018 in the amount of \$3,485,000.00 for the purpose of financing all or a portion of the Phase I design and construction costs of certain public infrastructure improvements relating to the erosion of the lake banks within the District caused by Hurricane Irma and incidental costs relating thereto (the “2018 Project”).

The District anticipates issuing Special Assessment Bonds, Series 2019 (Shoreline Restoration Project) (the “Bonds”) in the principal amount of \$3,508,296.00 for the purpose of financing all or a portion of the Phase II and Phase III design, construction, and quality assurance costs of certain public infrastructure improvements (the “Improvements”) relating to the erosion of the lake banks within the District caused by Hurricane Irma and incidental costs relating thereto (the “2019 Project”). The 2019 Project is more specifically described in the Supplemental Engineer’s Report for Phase II and Phase III infrastructure improvements dated April 8, 2019 (the “Engineer’s Report”), as may be amended from time to time, prepared by J.R. Evans Engineering, Inc. (the “District’s Engineer”).

The implementation of the Improvements will convey special and peculiar benefits to all the assessable properties within the District. The Bonds to be issued to finance the Improvements will be repaid through the levy of non-ad valorem special assessments on all the assessable property within the District, as described herein.

2.0 2019 PROJECT TO BE FUNDED BY THE DISTRICT

The District intends to issue the Bonds that will fund the construction of the 2019 Project that will benefit the assessable lands within the District.

Table 1 below, as well as **Appendix 4** and **Appendix 5** attached hereto, provides a computation of the annual non-ad valorem assessments that will be assessed, imposed and levied against and peculiar to each assessable residential unit that will be subject to such non-ad valorem special assessments and demonstrates that such non-ad valorem special assessments will provide sufficient revenue to meet the maximum annual debt service requirement for the Bonds. Please note that the numbers in **Table 1** and **Appendix 4** and **Appendix 5** are based on a Bond size of \$3,508,296.00.

The October 27, 2004 Updated Assessment Methodology prepared for the Quarry Community Development District by Fishkind & Associates, Inc. (the “2004 Assessment Methodology”) describes how the allocation of the cost of the Stormwater Management System is directly related to the volume of run off from each property benefited. The 2004 Assessment Methodology describes that the golf course receives no benefits from the District’s stormwater management system, because the system uses the golf course as part of the facilities for the system itself. **Appendix 6** provides the new proposed Assessment Roll.

All parcels, except for the golf course, within the District receive a benefit, as illustrated in **Table 1**.

TABLE 1
Interest Rate of 4.875%, Bond Size of \$3,508,296.00, Term of 10 Years

<u>Category</u>	<u># of Units/SqFt/ Acres</u>	<u>Maximum Annual Debt Assessment Per Unit *</u>	<u>Maximum Annual Debt Assessment Per Unit Type*</u>	<u>Bond Debt Allocation Per Unit</u>
Luxury Coach	64	\$369.89	\$23,672.96	\$2,631.52
Coach	212	\$312.11	\$66,167.32	\$2,220.51
SF55	137	\$416.16	\$57,013.92	\$2,960.67
SF67	165	\$520.19	\$86,831.35	\$3,700.84
SF75	271	\$693.58	\$187,960.18	\$4,934.45
SF90	51	\$1,040.37	\$53,058.87	\$7,401.67
Golf Course	145 acres	\$0.00	\$0.00	\$0.00
Club House	30,000 SqFt	\$9,710.03	\$9,710.03	\$69,082.24
Beach Club	10,000 SqFt	\$9,710.03	\$9,710.03	\$69,082.24
Total			\$493,124.66	

* These amounts have been grossed up to include a 4% discount for early payment of assessments and a 3.5% administrative and collection reimbursement and compensation to the County Tax Collector and Property Appraiser.

In order to assure there is sufficient special assessment revenue to pay the Bonds, the District is required to perform an analysis, which requires a determination of the amount of non-ad valorem assessments assessed, imposed and levied against and peculiar to each product type in order to meet the required debt service on the Bonds (herein the “2019 Assessments”). **Table 1** above illustrates that based on a Bond size of \$3,508,296.00, the interest rate on the Bonds of 4.875% per annum, the maximum annual debt service for the Bonds is \$493,124.66, which has been grossed up to include a 4% discount for early payment of assessments and a 3.5% administrative and collection reimbursement and compensation to the County Tax Collector and Property Appraiser.

The maximum estimate of total capital improvements for the 2019 Project is \$3,508,296.00 which includes funding a capitalized interest fund paying costs of issuance. A detail of the Engineer's estimate of the total costs of the 2019 Project is included herein as **Appendix 1**. All or a portion of the Improvements comprising the 2019 Project is assumed to be financed by the Bonds which, when issued, will be payable from and secured by the 2019 Assessments levied annually, against benefitted assessable properties within the District. Based on the current market conditions, the total aggregate principal amount of the Bonds for the 2019 Project is shown herein on **Appendix 2**. The proceeds of the Bonds will also provide for capitalized interest and issuance costs, as shown herein on **Appendix 2**.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction of the 2019 Project, the District will impose the 2019 Assessments on benefited real property within the District. The 2019 Assessments are based on the special and peculiar benefits accruing to such property from the Improvements comprising the 2019 Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from capital projects are the only properties that are obligated to pay for those facilities and services. The capital facilities, which will be funded through these special assessments, include only facilities which may be undertaken by a community development district under Chapter 190, F.S.

Special assessments may be levied only against certain property: (1) for facilities which provide special benefits to such property as distinct from general benefits; (2) only against property which receives that special benefit; (3) in proportion to the benefits received by the properties; and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The 2019 Assessments placed upon the benefited properties within the District must be sufficient to cover the debt service of the Bonds that will be issued for financing the 2019 Project. Such assessments must be fairly and reasonably allocated to the properties being assessed in a manner as described in the 2004 Assessment Methodology and illustrated in **Table 1** and the benefit the properties receive must exceed the burden from such assessments.

4.0 MODIFICATIONS AND REVISIONS

Allocation of costs and benefits, shown herein on **Appendix 3**, for the 2019 Project financed by the District is based on the number of dwelling units and other benefitted property benefited by the Improvements comprising the 2019 Project. Based on a maximum Bond size of \$3,508,296.00 (which includes funding capitalized interest and issuance costs), at an interest rate of 4.875%, the maximum annual debt service for the Bonds, as shown herein on **Table 1** and **Appendix 5** under the heading of "Maximum Annual Debt Assessment Per Unit Type", will be approximately \$493,124.66, which has been grossed up to include a 4% discount for early payment of assessments

and a 3.5% administrative and collection reimbursement and compensation to the County Tax Collector and Property Appraiser.

5.0 CONCLUSION

It is concluded that the special benefits to each lot or unit within the District and the apportionment of the 2019 Assessments is fair and reasonable. It is also concluded that the 2019 Assessments to be levied will not be in excess of the special benefits peculiar to the property as apportioned.

Certain financing, development, and engineering data was provided by members of District staff and/or consultants. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Quarry Community Development District with financial advisory services or offer investment advice in any form.

APPENDIX 1

QUARRY COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S CONSTRUCTION ESTIMATE FOR 2019 PROJECT

	Total
Construction Phase II & III	\$2,750,000
Record Engineer	\$50,000
Construction Manager	\$100,000
Quality Manager / Materials Testing	\$50,000
District Management / Legal	\$50,000
10% Contingency	\$300,000
TOTAL	\$3,300,000

APPENDIX 2

QUARRY COMMUNITY DEVELOPMENT DISTRICT

BOND SIZING FOR 2019 PROJECT

	BOND SIZING
Par Amount	\$3,508,296
Capitalized Interest Fund (CIP)	\$72,212
Issuance Costs	\$136,084
Construction Funds	\$3,300,000

APPENDIX 3

QUARRY COMMUNITY DEVELOPMENT DISTRICT

2019 PROJECT COST ALLOCATION FOR DISTRICT

Category	# of Units/SqFt/ Acres	Total Acres	Run Off %	Weighted Acres	Project Cost Allocation Per Unit Type	Project Cost Allocation Per Unit*
Luxury Coach	64	10.67	80%	8.53	\$158,417.38	\$2,475.27
Coach	212	26.50	90%	23.85	\$442,796.75	\$2,088.66
SF55	137	27.40	75%	20.55	\$381,529.28	\$2,784.89
SF67	165	41.25	75%	30.94	\$574,382.58	\$3,481.11
SF75	271	90.33	75%	67.75	\$1,257,839.83	\$4,641.48
SF90	51	25.50	75%	19.13	\$355,072.87	\$6,962.21
Golf Course	145 acres					
Club House	30,000 SqFt	5.00	70%	3.50	\$64,980.66	\$64,981.00
Beach Club	10,000 SqFt	5.00	70%	3.50	\$64,980.66	\$64,981.00
Total				178	\$3,300,000.00	

*Please note that for the Club House and Beach Club the Project Cost Allocation Per Unit is the same as the Project Cost Allocation Per Unit Type because there is one facility for each category.

APPENDIX 4

QUARRY COMMUNITY DEVELOPMENT DISTRICT

ALLOCATION OF BOND DEBT PER UNIT FOR 2019 PROJECT

Category	# of Units/SqFt/ Acres	Total Acres	Run Off %	Weighted Acres	Bond Debt Allocation Per Unit Type	Bond Debt Allocation Per Unit*
Luxury Coach	64	10.67	80%	8.53	\$168,416.68	\$2,631.52
Coach	212	26.50	90%	23.85	\$470,746.08	\$2,220.51
SF55	137	27.40	75%	20.55	\$405,611.41	\$2,960.67
SF67	165	41.25	75%	30.94	\$610,637.61	\$3,700.84
SF75	271	90.33	75%	67.75	\$1,337,234.68	\$4,934.45
SF90	51	25.50	75%	19.13	\$377,485.07	\$7,401.67
Golf Course	145 acres					
Club House	30,000 SqFt	5.00	70%	3.50	\$69,082.23	\$69,082.24
Beach Club	10,000 SqFt	5.00	70%	3.50	\$69,082.23	\$69,082.24
Total				178	\$3,508,296.00	

*Please note that for the Club House and Beach Club the Bond Debt Allocation Per Unit is the same as the Bond Debt Allocation Per Unit Type because there is one facility for each category.

APPENDIX 5

QUARRY COMMUNITY DEVELOPMENT DISTRICT

ALLOCATION OF DEBT SERVICE ASSESSMENTS

FOR 2019 PROJECT AT 4.875% INTEREST RATE AND \$3,508,296.00 BOND SIZE

Category	# of Units/SqFt /Acres	Total Acres	Run Off %	Weighted Acres	Maximum Annual Debt Assessment Per Unit Type	Maximum Annual Debt Assessment Per Unit (1)	Maximum Annual Debt Assessment Per Unit Type*	Maximum Annual Debt Assessment Per Unit * (1)
Luxury Coach	64	10.67	80%	8.53	\$21,896.81	\$342.14	\$23,672.96	\$369.89
Coach	212	26.50	90%	23.85	\$61,204.36	\$288.70	\$66,167.32	\$312.11
SF55	137	27.40	75%	20.55	\$52,735.83	\$384.94	\$57,013.92	\$416.16
SF67	165	41.25	75%	30.94	\$79,392.45	\$481.17	\$85,831.35	\$520.19
SF75	271	90.33	75%	67.75	\$173,861.44	\$641.56	\$187,960.18	\$693.58
SF90	51	25.50	75%	19.13	\$49,078.97	\$962.34	\$53,058.87	\$1,040.37
Golf Course	145 acres							
Club House	30,000 SqFt	5.00	70%	3.50	\$8,981.77	\$8,981.77	\$9,710.03	\$9,710.03
Beach Club	10,000 SqFt	5.00	70%	3.50	\$8,981.77	\$8,981.77	\$9,710.03	\$9,710.03
Total				178	\$456,133.40		\$493,124.66	

*Grossed up to include a 4% discount for early payment of assessments and a 3.5% administrative and collection

(1) Please note that for the Club House and Beach Club the Maximum Annual Debt Assessment Per Unit is the same as the Maximum Annual Debt Assessment Per Unit Type because there is one facility for each category.

**Quarry Community Development District
Assessment and Par Debt Roll
Special Assessment Refunding and Improvement Bonds, Series 2019
Appendix 6**

PID #	Legal Description	Product Type	Assessment	Par
63776000481	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 6-202	Coach	312.11	2,220.51
63776000504	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 7-101	Coach	312.11	2,220.51
63776000520	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 7-102	Coach	312.11	2,220.51
63776000546	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 7-201	Coach	312.11	2,220.51
63776000562	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 7-202	Coach	312.11	2,220.51
63776000588	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 8-101	Coach	312.11	2,220.51
63776000601	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 8-102	Coach	312.11	2,220.51
63776000627	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 8-201	Coach	312.11	2,220.51
63776000643	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 8-202	Coach	312.11	2,220.51
63776000669	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 9-101	Coach	312.11	2,220.51
63776000685	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 9-102	Coach	312.11	2,220.51
63776000708	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 9-201	Coach	312.11	2,220.51
63776000724	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 9-202	Coach	312.11	2,220.51
63776000740	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 10-101	Coach	312.11	2,220.51
63776000766	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 10-102	Coach	312.11	2,220.51
63776000782	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 10-201	Coach	312.11	2,220.51
63776000805	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 10-202	Coach	312.11	2,220.51
63776000821	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 11-101	Coach	312.11	2,220.51
63776000847	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 11-102	Coach	312.11	2,220.51
63776000863	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 11-201	Coach	312.11	2,220.51
63776000889	NAUTICA LANDING AT THE QUARRY A CONDOMINIUM BLDG 11-202	Coach	312.11	2,220.51
68968193127	QUARRY PHASE 4 LOT 1	Quarry Drive 75' P4	693.58	4,934.45
68968193143	QUARRY PHASE 4 LOT 2	Quarry Drive 75' P5	693.58	4,934.45
68968193169	QUARRY PHASE 4 LOT 3	Quarry Drive 75' P6	693.58	4,934.45
68968193185	QUARRY PHASE 4 LOT 4	Quarry Drive 75' P7	693.58	4,934.45
68968193208	QUARRY PHASE 4 LOT 5	Quarry Drive 75' P8	693.58	4,934.45
68968193224	QUARRY PHASE 4 LOT 6	Quarry Drive 75' P9	693.58	4,934.45
68968193240	QUARRY PHASE 4 LOT 7	Quarry Drive 75' P10	693.58	4,934.45
68968193266	QUARRY PHASE 4 LOT 8	Quarry Drive 75' P11	693.58	4,934.45
68968193282	QUARRY PHASE 4 LOT 9	Quarry Drive 75' P12	693.58	4,934.45
68968193305	QUARRY PHASE 4 LOT 10	Quarry Drive 75' P13	693.58	4,934.45
68968193321	QUARRY PHASE 4 LOT 11	Quarry Drive 75' P14	693.58	4,934.45
68968193347	QUARRY PHASE 4 LOT 12	Quarry Drive 75' P15	693.58	4,934.45
68968193363	QUARRY PHASE 4 LOT 13	Quarry Drive 75' P16	693.58	4,934.45
68968193389	QUARRY PHASE 4 LOT 14	Quarry Drive 75' P17	693.58	4,934.45
68968193402	QUARRY PHASE 4 LOT 15	Quarry Drive 75' P18	693.58	4,934.45
68968193428	QUARRY PHASE 4 LOT 16	Quarry Drive 75' P19	693.58	4,934.45
68968193444	QUARRY PHASE 4 LOT 17	Quarry Drive 75' P20	693.58	4,934.45
68968193460	QUARRY PHASE 4 LOT 18	Quarry Drive 75' P21	693.58	4,934.45
68968193486	QUARRY PHASE 4 LOT 19	Quarry Drive 75' P22	693.58	4,934.45
68968193509	QUARRY PHASE 4 LOT 20	Quarry Drive 75' P23	693.58	4,934.45
68968193525	QUARRY PHASE 4 LOT 21	Quarry Drive 75' P24	693.58	4,934.45
68968193541	QUARRY PHASE 4 LOT 22	Quarry Drive 75' P25	693.58	4,934.45
68968193567	QUARRY PHASE 4 LOT 23	Quarry Drive 75' P26	693.58	4,934.45
68968193583	QUARRY PHASE 4 LOT 24	Quarry Drive 75' P27	693.58	4,934.45
68968193606	QUARRY PHASE 4 LOT 25	Quarry Drive 75' P28	693.58	4,934.45
68968193622	QUARRY PHASE 4 LOT 26	Quarry Drive 75' P29	693.58	4,934.45
68968193648	QUARRY PHASE 4 LOT 27	Quarry Drive 75' P30	693.58	4,934.45
68968193664	QUARRY PHASE 4 LOT 28	Quarry Drive 75' P31	693.58	4,934.45
68968193680	QUARRY PHASE 4 LOT 29	Quarry Drive 75' P32	693.58	4,934.45
68968193703	QUARRY PHASE 4 LOT 30	Quarry Drive 75' P33	693.58	4,934.45
68968193729	QUARRY PHASE 4 LOT 31	Quarry Drive 75' P34	693.58	4,934.45
68968193745	QUARRY PHASE 4 LOT 32	Quarry Drive 75' P35	693.58	4,934.45
68968193761	QUARRY PHASE 4 LOT 33	Quarry Drive 75' P36	693.58	4,934.45
68968193787	QUARRY PHASE 4 LOT 34	Quarry Drive 75' P37	693.58	4,934.45
68968193800	QUARRY PHASE 4 LOT 35	Quarry Drive 75' P38	693.58	4,934.45
68968193826	QUARRY PHASE 4 LOT 36	Quarry Drive 75' P39	693.58	4,934.45
68968193842	QUARRY PHASE 4 LOT 37	Quarry Drive 75' P40	693.58	4,934.45
68968193868	QUARRY PHASE 4 LOT 38	Quarry Drive 75' P41	693.58	4,934.45
68968193884	QUARRY PHASE 4 LOT 39	Quarry Drive 75' P42	693.58	4,934.45
68968193907	QUARRY PHASE 4 LOT 40	Quarry Drive 75' P43	693.58	4,934.45
68968193923	QUARRY PHASE 4 LOT 41	Quarry Drive 75' P44	693.58	4,934.45
68968194401	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 42 Ores Circle 75' P4A	693.58	4,934.45
68968194427	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 43 Ores Circle 75' P4A	693.58	4,934.45
68968194443	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 44 Ores Circle 75' P4A	693.58	4,934.45
68968194469	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 45 Ores Circle 75' P4A	693.58	4,934.45
68968194485	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 46 Ores Circle 75' P4A	693.58	4,934.45
68968194508	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 47 Ores Circle 75' P4A	693.58	4,934.45
68968194524	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 48 Ores Circle 75' P4A	693.58	4,934.45
68968194540	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 49 Ores Circle 75' P4A	693.58	4,934.45
68968194566	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 50 Ores Circle 75' P4A	693.58	4,934.45
68968194582	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 51 Ores Circle 75' P4A	693.58	4,934.45
68968194605	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 52 Ores Circle 75' P4A	693.58	4,934.45
68968194621	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 53 Ores Circle 75' P4A	693.58	4,934.45
68968194647	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 54 Ores Circle 75' P4A	693.58	4,934.45
68968194663	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 55 Ores Circle 75' P4A	693.58	4,934.45
68968194689	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 56 Ores Circle 75' P4A	693.58	4,934.45
68968194702	QUARRY PHASE R REPLAT, LOTS 42THROUGH 75	LOT 57 Ores Circle 75' P4A	693.58	4,934.45

**Quarry Community Development District
Assessment and Par Debt Roll
Special Assessment Refunding and Improvement Bonds, Series 2019
Appendix 6**

PID #	Legal Description	Product Type	Assessment	Par
68968194728	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 58 Gypsum 75' P4A	693.58	4,934.45
68968194744	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 59 Gypsum 75' P4A	693.58	4,934.45
68968194760	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 60 Gypsum 75' P4A	693.58	4,934.45
68968194786	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 61 Gypsum 75' P4A	693.58	4,934.45
68968194809	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 62 Gypsum 75' P4A	693.58	4,934.45
68968194825	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 63 Gypsum 75' P4A	693.58	4,934.45
68968194841	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 64 Gypsum 75' P4A	693.58	4,934.45
68968194867	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 65 Gypsum 75' P4A	693.58	4,934.45
68968194883	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 66 Gypsum 75' P4A	693.58	4,934.45
68968194906	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 67 Gypsum 75' P4A	693.58	4,934.45
68968194922	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 68 Gypsum 75' P4A	693.58	4,934.45
68968194948	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 69 Gypsum 75' P4A	693.58	4,934.45
68968194964	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 70 Gypsum 75' P4A	693.58	4,934.45
68968194980	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 71 Gypsum 75' P4A	693.58	4,934.45
68968195002	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 72 Gypsum 75' P4A	693.58	4,934.45
68968195028	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 73 Gypsum 75' P4A	693.58	4,934.45
68968195044	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 74 Gypsum 75' P4A	693.58	4,934.45
68968195060	QUARRY PHASE 4 REPLAT, LOTS 42THROUGH 75	LOT 75 Gypsum 75' P4A	693.58	4,934.45
68968195701	QUARRY PHASE 7 LOT 1	Breakwater Dr 90' Ph 7	1,040.37	7,401.67
68968195727	QUARRY PHASE 7 LOT 2	Breakwater Dr 90' Ph 7	1,040.37	7,401.67
68968195743	QUARRY PHASE 7 LOT 3	Breakwater Dr 75' Ph 7	693.58	4,934.45
68968195769	QUARRY PHASE 7 LOT 4	Breakwater Dr 75' Ph 7	693.58	4,934.45
68968195785	QUARRY PHASE 7 LOT 5	Breakwater Dr 75' Ph 7	693.58	4,934.45
68968195808	QUARRY PHASE 7 LOT 6	Breakwater Dr 90' Ph 7	1,040.37	7,401.67
68968195824	QUARRY PHASE 7 LOT 7	Breakwater Dr 90' Ph 7	1,040.37	7,401.67
68968195840	QUARRY PHASE 7 LOT 8	Breakwater Dr 90' Ph 7	1,040.37	7,401.67
68968195866	QUARRY PHASE 7 LOT 9	Breakwater Dr 75' Ph 7	693.58	4,934.45
68968195882	QUARRY PHASE 7 LOT 10	Breakwater Dr 75' Ph 7	693.58	4,934.45
68968195905	QUARRY PHASE 7 LOT 11	Breakwater Dr 75' Ph 7	693.58	4,934.45
68968195921	QUARRY PHASE 7 LOT 12	Breakwater Dr 75' Ph 7	693.58	4,934.45
68968195947	QUARRY PHASE 7 LOT 13	Breakwater Dr 90' Ph 7	1,040.37	7,401.67
68968195963	QUARRY PHASE 7 LOT 14	Breakwater Dr 90' Ph 7	1,040.37	7,401.67
68968197107	QUARRY PHASE 5 LOT 1	Fieldstone Ln 67' P5	520.19	3,700.84
68968197123	QUARRY PHASE 5 LOT 2	Fieldstone Ln 67' P6	520.19	3,700.84
68968197149	QUARRY PHASE 5 LOT 3	Fieldstone Ln 67' P7	520.19	3,700.84
68968197165	QUARRY PHASE 5 LOT 4	Fieldstone Ln 67' P8	520.19	3,700.84
68968197181	QUARRY PHASE 5 LOT 5	Fieldstone Ln 67' P9	520.19	3,700.84
68968197204	QUARRY PHASE 5 LOT 6	Fieldstone Ln 67' P10	520.19	3,700.84
68968197220	QUARRY PHASE 5 LOT 7	Fieldstone Ln 67' P11	520.19	3,700.84
68968197246	QUARRY PHASE 5 LOT 8	Fieldstone Ln 67' P12	520.19	3,700.84
68968197262	QUARRY PHASE 5 LOT 9	Fieldstone Ln 67' P13	520.19	3,700.84
68968197288	QUARRY PHASE 5 LOT 10	Fieldstone Ln 67' P14	520.19	3,700.84
68968197301	QUARRY PHASE 5 LOT 11	Fieldstone Ln 67' P15	520.19	3,700.84
68968197327	QUARRY PHASE 5 LOT 12	Fieldstone Ln 67' P16	520.19	3,700.84
68968197343	QUARRY PHASE 5 LOT 13	Fieldstone Ln 67' P17	520.19	3,700.84
68968197369	QUARRY PHASE 5 LOT 14	Fieldstone Ln 67' P18	520.19	3,700.84
68968197385	QUARRY PHASE 5 LOT 15	Fieldstone Ln 67' P19	520.19	3,700.84
68968197408	QUARRY PHASE 5 LOT 16	Fieldstone Ln 67' P20	520.19	3,700.84
68968197424	QUARRY PHASE 5 LOT 17	Fieldstone Ln 67' P21	520.19	3,700.84
68968197440	QUARRY PHASE 5 LOT 18	Fieldstone Ln 67' P22	520.19	3,700.84
68968197466	QUARRY PHASE 5 LOT 19	Fieldstone Ln 67' P23	520.19	3,700.84
68968197482	QUARRY PHASE 5 LOT 20	Fieldstone Ln 67' P24	520.19	3,700.84
68968197505	QUARRY PHASE 5 LOT 21	Fieldstone Ln 67' P25	520.19	3,700.84
68968197521	QUARRY PHASE 5 LOT 22	Fieldstone Ln 67' P26	520.19	3,700.84
68968197547	QUARRY PHASE 5 LOT 23	Fieldstone Ln 67' P27	520.19	3,700.84
68968197563	QUARRY PHASE 5 LOT 24	Fieldstone Ln 67' P28	520.19	3,700.84
68968197589	QUARRY PHASE 5 LOT 25	Fieldstone Ln 67' P29	520.19	3,700.84
68968197602	QUARRY PHASE 5 LOT26	Fieldstone Ln 67' P30	520.19	3,700.84
68968197628	QUARRY PHASE 5 LOT 27	Fieldstone Ln 67' P31	520.19	3,700.84
68968197644	QUARRY PHASE 5 LOT 28	Fieldstone Ln 67' P32	520.19	3,700.84
68968197660	QUARRY PHASE 5 LOT 29	Fieldstone Ln 67' P33	520.19	3,700.84
68968197686	QUARRY PHASE 5 LOT 30	Fieldstone Ln 67' P34	520.19	3,700.84
68968197709	QUARRY PHASE 5 LOT 31	Fieldstone Ln 67' P35	520.19	3,700.84
68968197725	QUARRY PHASE 5 LOT 32	Fieldstone Ln 67' P36	520.19	3,700.84
68968197741	QUARRY PHASE 5 LOT 33	Fieldstone Ln 67' P37	520.19	3,700.84
68968197767	QUARRY PHASE 5 LOT 34	Fieldstone Ln 67' P38	520.19	3,700.84
68968197783	QUARRY PHASE 5 LOT 35	Fieldstone Ln 67' P39	520.19	3,700.84
68968197806	QUARRY PHASE 5 LOT 36	Fieldstone Ln 67' P40	520.19	3,700.84
68968197822	QUARRY PHASE 5 LOT 37	Fieldstone Ln 67' P41	520.19	3,700.84
68968198106	QUARRY PHASE SIX LOT 1	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198122	QUARRY PHASE SIX LOT 2	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198148	QUARRY PHASE SIX LOT 3	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198164	QUARRY PHASE SIX LOT 4	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198180	QUARRY PHASE SIX LOT 5	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198203	QUARRY PHASE SIX LOT 6	Siesta Bay Dr 90' Ph 6	1,040.37	7,401.67
68968198245	QUARRY PHASE SIX LOT 8	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198261	QUARRY PHASE SIX LOT 9	Siesta Bay Dr 67' Ph 6	520.19	3,700.84
68968198287	QUARRY PHASE SIX LOT 10	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198300	QUARRY PHASE SIX LOT 11	Siesta Bay Dr 67' Ph 6	520.19	3,700.84

**Quarry Community Development District
Assessment and Par Debt Roll
Special Assessment Refunding and Improvement Bonds, Series 2019
Appendix 6**

PID #	Legal Description	Product Type	Assessment	Par
68968198326	QUARRY PHASE SIX LOT 12	Siesta Bay Dr 67' Ph 6	520.19	3,700.84
68968198342	QUARRY PHASE SIX LOT 13	Siesta Bay Dr 75' Ph 6	693.58	4,934.45
68968198368	QUARRY PHASE SIX LOT 14	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198384	QUARRY PHASE SIX LOT 15	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198407	QUARRY PHASE SIX LOT 16	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198423	QUARRY PHASE SIX LOT 17	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198449	QUARRY PHASE SIX LOT 18	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198465	QUARRY PHASE SIX LOT 19	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198481	QUARRY PHASE SIX LOT 20	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198504	QUARRY PHASE SIX LOT 21	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198520	QUARRY PHASE SIX LOT 22	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198546	QUARRY PHASE SIX LOT 23	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198562	QUARRY PHASE SIX LOT 24	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68968198588	QUARRY PHASE SIX LOT 25	Siesta Bay Dr 55' Ph 6	416.16	2,960.67
68986769481	QUARRY COQUINA CIRCLE LOT 1	Coquina Circle 55' P5	416.16	2,960.67
68986769504	QUARRY COQUINA CIRCLE LOT 2	Coquina Circle 55' P5	416.16	2,960.67
68986769520	QUARRY COQUINA CIRCLE LOT 3	Coquina Circle 55' P5	416.16	2,960.67
68986769546	QUARRY COQUINA CIRCLE LOT 4	Coquina Circle 55' P5	416.16	2,960.67
68986769562	QUARRY COQUINA CIRCLE LOT 5	Coquina Circle 55' P5	416.16	2,960.67
68986769588	QUARRY COQUINA CIRCLE LOT 6	Coquina Circle 55' P5	416.16	2,960.67
68986769601	QUARRY COQUINA CIRCLE LOT 7	Coquina Circle 55' P5	416.16	2,960.67
68986769627	QUARRY COQUINA CIRCLE LOT 8	Coquina Circle 55' P5	416.16	2,960.67
68986769643	QUARRY COQUINA CIRCLE LOT 9	Coquina Circle 55' P5	416.16	2,960.67
68986771220	QUARRY PHASE 1 BLK C LOT 1	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771246	QUARRY PHASE 1 BLK C LOT 2	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771262	QUARRY PHASE 1 BLK C LOT 3	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771288	QUARRY PHASE 1 BLK C LOT 4	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771301	QUARRY PHASE 1 BLK C LOT 5	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771327	QUARRY PHASE 1 BLK C LOT 6	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771343	QUARRY PHASE 1 BLK C LOT 7	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771369	QUARRY PHASE 1 BLK C LOT 8	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771385	QUARRY PHASE 1 BLK C LOT 9	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771408	QUARRY PHASE 1 BLK C LOT 10	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771424	QUARRY PHASE 1 BLK C LOT 11	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771440	QUARRY PHASE 1 BLK C LOT 12	Spinner Cove 67' Ph. 1	520.19	3,700.84
68986771466	QUARRY PHASE 1 BLK E LOT 1	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771482	QUARRY PHASE 1 BLK E LOT 2	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771505	QUARRY PHASE 1 BLK E LOT 3	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771521	QUARRY PHASE 1 BLK E LOT 4	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771547	QUARRY PHASE 1 BLK E LOT 5	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771563	QUARRY PHASE 1 BLK E LOT 6	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771589	QUARRY PHASE 1 BLK E LOT 7	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771602	QUARRY PHASE 1 BLK E LOT 8	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771628	QUARRY PHASE 1 BLK E LOT 9	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771644	QUARRY PHASE 1 BLK E LOT 10	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771660	QUARRY PHASE 1 BLK E LOT 11	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771686	QUARRY PHASE 1 BLK E LOT 12	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771709	QUARRY PHASE 1 BLK E LOT 13	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771725	QUARRY PHASE 1 BLK E LOT 14	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771741	QUARRY PHASE 1 BLK E LOT 15	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771767	QUARRY PHASE 1 BLK E LOT 16	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771783	QUARRY PHASE 1 BLK E LOT 17	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771806	QUARRY PHASE 1 BLK E LOT 18	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771822	QUARRY PHASE 1 BLK E LOT 19	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771848	QUARRY PHASE 1 BLK E LOT 20	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771864	QUARRY PHASE 1 BLK E LOT 21	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771880	QUARRY PHASE 1 BLK E LOT 22	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771903	QUARRY PHASE 1 BLK E LOT 23	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771929	QUARRY PHASE 1 BLK E LOT 24	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771945	QUARRY PHASE 1 BLK E LOT 25	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771961	QUARRY PHASE 1 BLK E LOT 26	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986771987	QUARRY PHASE 1 BLK E LOT 27	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986772009	QUARRY PHASE 1 BLK E LOT 28	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986772025	QUARRY PHASE 1 BLK E LOT 29	Quarry Shores 90' Ph. 1	1,040.37	7,401.67
68986772122	QUARRY PHASE 1 BLK S LOT 1	Shallows 55' Ph. 1	416.16	2,960.67
68986772148	QUARRY PHASE 1 BLK S LOT 2	Shallows 55' Ph. 1	416.16	2,960.67
68986772164	QUARRY PHASE 1 BLK S LOT 3	Shallows 55' Ph. 1	416.16	2,960.67
68986772180	QUARRY PHASE 1 BLK S LOT 4	Shallows 55' Ph. 1	416.16	2,960.67
68986772203	QUARRY PHASE 1 BLK S LOT 5	Shallows 55' Ph. 1	416.16	2,960.67
68986772229	QUARRY PHASE 1 BLK S LOT 6	Shallows 55' Ph. 1	416.16	2,960.67
68986772245	QUARRY PHASE 1 BLK S LOT 7	Shallows 55' Ph. 1	416.16	2,960.67
68986772261	QUARRY PHASE 1 BLK S LOT 8	Shallows 55' Ph. 1	416.16	2,960.67
68986772287	QUARRY PHASE 1 BLK S LOT 9	Shallows 55' Ph. 1	416.16	2,960.67
68986772300	QUARRY PHASE 1 BLK S LOT 10	Shallows 55' Ph. 1	416.16	2,960.67
68986772326	QUARRY PHASE 1 BLK S LOT 11	Shallows 55' Ph. 1	416.16	2,960.67
68986772342	QUARRY PHASE 1 BLK S LOT 12	Shallows 55' Ph. 1	416.16	2,960.67
68986772368	QUARRY PHASE 1 BLK S LOT 13	Shallows 55' Ph. 1	416.16	2,960.67
68986772384	QUARRY PHASE 1 BLK S LOT 14	Shallows 55' Ph. 1	416.16	2,960.67

**Quarry Community Development District
Assessment and Par Debt Roll
Special Assessment Refunding and Improvement Bonds, Series 2019
Appendix 6**

PID #	Legal Description	Product Type	Assessment	Par
68986772407	QUARRY PHASE 1 BLK S LOT 15	Shallows 55' Ph. 1	416.16	2,960.67
68986772423	QUARRY PHASE 1 BLK S LOT 16	Shallows 55' Ph. 1	416.16	2,960.67
68986772449	QUARRY PHASE 1 BLK S LOT 17	Shallows 55' Ph. 1	416.16	2,960.67
68986772465	QUARRY PHASE 1 BLK S LOT 18	Shallows 55' Ph. 1	416.16	2,960.67
68986772481	QUARRY PHASE 1 BLK S LOT 19	Shallows 55' Ph. 1	416.16	2,960.67
68986772504	QUARRY PHASE 1 BLK S LOT 20	Shallows 55' Ph. 1	416.16	2,960.67
68986772520	QUARRY PHASE 1 BLK S LOT 21	Shallows 55' Ph. 1	416.16	2,960.67
68986772546	QUARRY PHASE 1 BLK S LOT 22	Shallows 55' Ph. 1	416.16	2,960.67
68986772562	QUARRY PHASE 1 BLK S LOT 23	Shallows 55' Ph. 1	416.16	2,960.67
68986772588	QUARRY PHASE 1 BLK S LOT 24	Shallows 55' Ph. 1	416.16	2,960.67
68986772601	QUARRY PHASE 1 BLK S LOT 25	Shallows 55' Ph. 1	416.16	2,960.67
68986772627	QUARRY PHASE 1 BLK S LOT 26	Shallows 55' Ph. 1	416.16	2,960.67
68986772643	QUARRY PHASE 1 BLK S LOT 27	Shallows 55' Ph. 1	416.16	2,960.67
68986772669	QUARRY PHASE 1 BLK S LOT 28	Shallows 55' Ph. 1	416.16	2,960.67
68986772685	QUARRY PHASE 1 BLK S LOT 29	Shallows 55' Ph. 1	416.16	2,960.67
68986772708	QUARRY PHASE 1 BLK S LOT 30	Shallows 55' Ph. 1	416.16	2,960.67
68986772724	QUARRY PHASE 1 BLK S LOT 31	Shallows 55' Ph. 1	416.16	2,960.67
68986772740	QUARRY PHASE 1 BLK S LOT 32	Shallows 55' Ph. 1	416.16	2,960.67
68986772766	QUARRY PHASE 1 BLK S LOT 33	Shallows 55' Ph. 1	416.16	2,960.67
68986772782	QUARRY PHASE 1 BLK S LOT 34	Shallows 55' Ph. 1	416.16	2,960.67
68986772805	QUARRY PHASE 1 BLK S LOT 35	Shallows 55' Ph. 1	416.16	2,960.67
68986772821	QUARRY PHASE 1 BLK S LOT 36	Shallows 55' Ph. 1	416.16	2,960.67
68986772847	QUARRY PHASE 1 BLK S LOT 37	Shallows 55' Ph. 1	416.16	2,960.67
68986772863	QUARRY PHASE 1 BLK S LOT 38	Shallows 55' Ph. 1	416.16	2,960.67
68986772889	QUARRY PHASE 1 BLK S LOT 39	Shallows 55' Ph. 1	416.16	2,960.67
68986772902	QUARRY PHASE 1 BLK S LOT 40	Shallows 55' Ph. 1	416.16	2,960.67
68986772928	QUARRY PHASE 1 BLK S LOT 41	Shallows 55' Ph. 1	416.16	2,960.67
68986772944	QUARRY PHASE 1 BLK S LOT 42	Shallows 55' Ph. 1	416.16	2,960.67
68986772960	QUARRY PHASE 1 BLK S LOT 43	Shallows 55' Ph. 1	416.16	2,960.67
68986772986	QUARRY PHASE 1 BLK S LOT 44	Shallows 55' Ph. 1	416.16	2,960.67
68986773008	QUARRY PHASE 1 BLK S LOT 45	Shallows 55' Ph. 1	416.16	2,960.67
68986773024	QUARRY PHASE 1 BLK S LOT 46	Shallows 55' Ph. 1	416.16	2,960.67
68986773040	QUARRY PHASE 1 BLK S LOT 47	Shallows 55' Ph. 1	416.16	2,960.67
68986773066	QUARRY PHASE 1 BLK S LOT 48	Shallows 55' Ph. 1	416.16	2,960.67
68986773082	QUARRY PHASE 1 BLK S LOT 49	Shallows 55' Ph. 1	416.16	2,960.67
68986773105	QUARRY PHASE 1 BLK S LOT 50	Shallows 55' Ph. 1	416.16	2,960.67
68986773121	QUARRY PHASE 1 BLK S LOT 51	Shallows 55' Ph. 1	416.16	2,960.67
68986773147	QUARRY PHASE 1 BLK S LOT 52	Shallows 55' Ph. 1	416.16	2,960.67
68986773163	QUARRY PHASE 1 BLK S LOT 53	Shallows 55' Ph. 1	416.16	2,960.67
68986773189	QUARRY PHASE 1 BLK S LOT 54	Shallows 55' Ph. 1	416.16	2,960.67
68986773202	QUARRY PHASE 1 BLK S LOT 55	Shallows 55' Ph. 1	416.16	2,960.67
68986773228	QUARRY PHASE 1 BLK S LOT 56	Shallows 55' Ph. 1	416.16	2,960.67
68986773244	QUARRY PHASE 1 BLK S LOT 57	Shallows 55' Ph. 1	416.16	2,960.67
68986773260	QUARRY PHASE 1 BLK S LOT 58	Shallows 55' Ph. 1	416.16	2,960.67
68986773286	QUARRY PHASE 1 BLK S LOT 59	Shallows 55' Ph. 1	416.16	2,960.67
68986773309	QUARRY PHASE 1 BLK S LOT 60	Shallows 55' Ph. 1	416.16	2,960.67
68986773325	QUARRY PHASE 1 BLK S LOT 61	Shallows 55' Ph. 1	416.16	2,960.67
68986773341	QUARRY PHASE 1 BLK S LOT 62	Shallows 55' Ph. 1	416.16	2,960.67
68986773367	QUARRY PHASE 1 BLK S LOT 63	Shallows 55' Ph. 1	416.16	2,960.67
68986800861	QUARRY PHASE 1A LOT 1	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986800887	QUARRY PHASE 1A LOT 2	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986800900	QUARRY PHASE 1A LOT 3	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986800926	QUARRY PHASE 1A LOT 4	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986800942	QUARRY PHASE 1A LOT 5	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986800968	QUARRY PHASE 1A LOT 6	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986800984	QUARRY PHASE 1A LOT 7	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801006	QUARRY PHASE 1A LOT 8	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801022	QUARRY PHASE 1A LOT 9	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801048	QUARRY PHASE 1A LOT 10	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801064	QUARRY PHASE 1A LOT 11	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801080	QUARRY PHASE 1A LOT 12	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801103	QUARRY PHASE 1A LOT 13	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801129	QUARRY PHASE 1A LOT 14	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801145	QUARRY PHASE 1A LOT 15	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801161	QUARRY PHASE 1A LOT 16	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801187	QUARRY PHASE 1A LOT 17	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801200	QUARRY PHASE 1A LOT 18	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801226	QUARRY PHASE 1A LOT 19	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801242	QUARRY PHASE 1A LOT 20	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801268	QUARRY PHASE 1A LOT 21	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801284	QUARRY PHASE 1A LOT 22	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801307	QUARRY PHASE 1A LOT 23	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801323	QUARRY PHASE 1A LOT 24	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986801349	QUARRY PHASE 1A LOT 25	Hideaway Harbor 75 Ph. 1A	693.58	4,934.45
68986802526	BLOCK E REPLAT QUARRY I LOT 30	Marble Stone 67'	520.19	3,700.84
68986802542	BLOCK E REPLAT QUARRY I LOT 31	Marble Stone 67'	520.19	3,700.84
68986802568	BLOCK E REPLAT QUARRY I LOT 32	Marble Stone 67'	520.19	3,700.84
68986802584	BLOCK E REPLAT QUARRY I LOT 33	Marble Stone 67'	520.19	3,700.84

**Quarry Community Development District
Assessment and Par Debt Roll
Special Assessment Refunding and Improvement Bonds, Series 2019
Appendix 6**

PID #	Legal Description	Product Type	Assessment	Par
68986802607	BLOCK E REPLAT QUARRY I LOT 34	Marble Stone 67'	520.19	3,700.84
68986802623	BLOCK E REPLAT QUARRY I LOT 35	Marble Stone 67'	520.19	3,700.84
68986802649	BLOCK E REPLAT QUARRY I LOT 36	Marble Stone 67'	520.19	3,700.84
68986802665	BLOCK E REPLAT QUARRY I LOT 37	Marble Stone 67'	520.19	3,700.84
68986802681	BLOCK E REPLAT QUARRY I LOT 38	Marble Stone 67'	520.19	3,700.84
68986802704	BLOCK E REPLAT QUARRY I LOT 39	Marble Stone 67'	520.19	3,700.84
68986802720	BLOCK E REPLAT QUARRY I LOT40	Marble Stone 67'	520.19	3,700.84
68986802746	BLOCK E REPLAT QUARRY I LOT 41	Marble Stone 67'	520.19	3,700.84
68986802762	BLOCK E REPLAT QUARRY I LOT 42	Marble Stone 67'	520.19	3,700.84
68986802788	BLOCK E REPLAT QUARRY I LOT 57	Marble Stone 67'	520.19	3,700.84
68986802801	BLOCK E REPLAT QUARRY I LOT 58	Marble Stone 67'	520.19	3,700.84
68986802827	BLOCK E REPLAT QUARRY I LOT 59	Marble Stone 67'	520.19	3,700.84
68986802843	BLOCK E REPLAT QUARRY I LOT 60	Marble Stone 67'	520.19	3,700.84
68986802869	BLOCK E REPLAT QUARRY I LOT 61	Slate Court 67'	520.19	3,700.84
68986802885	BLOCK E REPLAT QUARRY I LOT 62	Slate Court 67'	520.19	3,700.84
68986802908	BLOCK E REPLAT QUARRY I LOT 63	Slate Court 67'	520.19	3,700.84
68986802924	BLOCK E REPLAT QUARRY I LOT 64	Slate court 75'	693.58	4,934.45
68986802940	BLOCK E REPLAT QUARRY I LOT 65	Slate court 75'	693.58	4,934.45
68986802966	BLOCK E REPLAT QUARRY I LOT 66	Slate court 75'	693.58	4,934.45
68986802982	BLOCK E REPLAT QUARRY I LOT 67	Slate court 75'	693.58	4,934.45
68986803004	BLOCK E REPLAT QUARRY I LOT 68	Slate court 75'	693.58	4,934.45
68986803020	BLOCK E REPLAT QUARRY I LOT 69	Slate court 75'	693.58	4,934.45
68986803046	BLOCK E REPLAT QUARRY I LOT 70	Slate court 75'	693.58	4,934.45
68986803062	BLOCK E REPLAT QUARRY I LOT 71	Slate court 75'	693.58	4,934.45
68986803088	BLOCK E REPLAT QUARRY I LOT 72	Slate court 75'	693.58	4,934.45
68986803101	BLOCK E REPLAT QUARRY I LOT 73	Slate court 75'	693.58	4,934.45
68986803127	BLOCK E REPLAT QUARRY I LOT 74	Slate court 75'	693.58	4,934.45
68986803143	BLOCK E REPLAT QUARRY I LOT 75	Slate court 75'	693.58	4,934.45
68986803169	BLOCK E REPLAT QUARRY I LOT 76	Slate court 75'	693.58	4,934.45
68986803185	BLOCK E REPLAT QUARRY I LOT 77	Slate court 75'	693.58	4,934.45
68986803208	BLOCK E REPLAT QUARRY I LOT 78	Slate court 75'	693.58	4,934.45
68986803224	BLOCK E REPLAT QUARRY I LOT 79	Slate court 75'	693.58	4,934.45
68986803240	BLOCK E REPLAT QUARRY I LOT 80	Slate court 75'	693.58	4,934.45
68986803266	BLOCK E REPLAT QUARRY I LOT 81	Slate court 75'	693.58	4,934.45
68986803282	BLOCK E REPLAT QUARRY I LOT 82	Slate court 75'	693.58	4,934.45
68986803305	BLOCK E REPLAT QUARRY I LOT 83	Slate court 75'	693.58	4,934.45
68986803321	BLOCK E REPLAT QUARRY I LOT 84	Slate court 75'	693.58	4,934.45
68986803347	BLOCK E REPLAT QUARRY I LOT 85	Slate court 75'	693.58	4,934.45
68986803363	BLOCK E REPLAT QUARRY I LOT 86	Slate Court 67'	520.19	3,700.84
68986803389	BLOCK E REPLAT QUARRY I LOT 87	Slate Court 67'	520.19	3,700.84
68986803402	BLOCK E REPLAT QUARRY I LOT 88	Slate Court 67'	520.19	3,700.84
68986803428	BLOCK E REPLAT QUARRY I LOT 89	Marble Stone 67'	520.19	3,700.84
68986803444	BLOCK E REPLAT QUARRY I LOT 90	Marble Stone 67'	520.19	3,700.84
68986803460	BLOCK E REPLAT QUARRY I LOT 91	Marble Stone 67'	520.19	3,700.84
68986803486	BLOCK E REPLAT QUARRY I LOT 92	Marble Stone 67'	520.19	3,700.84
68986803509	BLOCK E REPLAT QUARRY I LOT 93	Marble Stone 67'	520.19	3,700.84
68986810220	QUARRY PHASE 2 BLK CC LOT 1	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810246	QUARRY PHASE 2 BLK CC LOT 2	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810262	QUARRY PHASE 2 BLK CC LOT 3	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810288	QUARRY PHASE 2 BLK CC LOT 4	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810301	QUARRY PHASE 2 BLK CC LOT 5	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810327	QUARRY PHASE 2 BLK CC LOT 6	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810343	QUARRY PHASE 2 BLK CC LOT 7	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810369	QUARRY PHASE 2 BLK CC LOT 8	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810385	QUARRY PHASE 2 BLK CC LOT 9	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810408	QUARRY PHASE 2 BLK CC LOT 10	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810424	QUARRY PHASE 2 BLK CC LOT 11	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810440	QUARRY PHASE 2 BLK CC LOT 12	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810466	QUARRY PHASE 2 BLK CC LOT 13	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810482	QUARRY PHASE 2 BLK CC LOT 14	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810505	QUARRY PHASE 2 BLK CC LOT 15	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810521	QUARRY PHASE 2 BLK CC LOT 16	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810547	QUARRY PHASE 2 BLK CC LOT 17	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810563	QUARRY PHASE 2 BLK CC LOT 18	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810589	QUARRY PHASE 2 BLK CC LOT 19	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810602	QUARRY PHASE 2 BLK CC LOT 20	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810628	QUARRY PHASE 2 BLK CC LOT 21	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810644	QUARRY PHASE 2 BLK CC LOT 22	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810660	QUARRY PHASE 2 BLK CC LOT 23	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810686	QUARRY PHASE 2 BLK CC LOT 24	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810709	QUARRY PHASE 2 BLK CC LOT 25	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810725	QUARRY PHASE 2 BLK CC LOT 26	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810741	QUARRY PHASE 2 BLK CC LOT 27	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810767	QUARRY PHASE 2 BLK CC LOT 28	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810783	QUARRY PHASE 2 BLK CC LOT 29	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810806	QUARRY PHASE 2 BLK CC LOT 30	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810822	QUARRY PHASE 2 BLK CC LOT 31	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810848	QUARRY PHASE 2 BLK CC LOT 32	Cobalt Cove 67' Ph. 2	520.19	3,700.84

**Quarry Community Development District
Assessment and Par Debt Roll
Special Assessment Refunding and Improvement Bonds, Series 2019
Appendix 6**

PID #	Legal Description	Product Type	Assessment	Par
68986810864	QUARRY PHASE 2 BLK CC LOT 33	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810880	QUARRY PHASE 2 BLK CC LOT 34	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810903	QUARRY PHASE 2 BLK CC LOT 35	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810929	QUARRY PHASE 2 BLK CC LOT 36	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810945	QUARRY PHASE 2 BLK CC LOT 37	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810961	QUARRY PHASE 2 BLK CC LOT 38	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986810987	QUARRY PHASE 2 BLK CC LOT 39	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986811009	QUARRY PHASE 2 BLK CC LOT 40	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986811025	QUARRY PHASE 2 BLK CC LOT 41	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986811041	QUARRY PHASE 2 BLK CC LOT 42	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986811067	QUARRY PHASE 2 BLK CC LOT 43	Cobalt Cove 67' Ph. 2	520.19	3,700.84
68986811261	QUARRY PHASE 2 BLK E LOT 43	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811287	QUARRY PHASE 2 BLK E LOT 44	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811300	QUARRY PHASE 2 BLK E LOT 45	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811326	QUARRY PHASE 2 BLK E LOT 46	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811342	QUARRY PHASE 2 BLK E LOT 47	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811368	QUARRY PHASE 2 BLK E LOT 48	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811384	QUARRY PHASE 2 BLK E LOT 49	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811407	QUARRY PHASE 2 BLK E LOT 50	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811423	QUARRY PHASE 2 BLK E LOT 51	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811449	QUARRY PHASE 2 BLK E LOT 52	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811465	QUARRY PHASE 2 BLK E LOT 53	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811481	QUARRY PHASE 2 BLK E LOT 54	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811504	QUARRY PHASE 2 BLK E LOT 55	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986811520	QUARRY PHASE 2 BLK E LOT 56	Quarry Shores 90' Ph. 2	1,040.37	7,401.67
68986812040	QUARRY PHASE 2 BLK N LOT 1	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812066	QUARRY PHASE 2 BLK N LOT 2	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812082	QUARRY PHASE 2 BLK N LOT 3	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812105	QUARRY PHASE 2 BLK N LOT 4	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812121	QUARRY PHASE 2 BLK N LOT 5	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812147	QUARRY PHASE 2 BLK N LOT 6	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812163	QUARRY PHASE 2 BLK N LOT 7	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812189	QUARRY PHASE 2 BLK N LOT 8	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812202	QUARRY PHASE 2 BLK N LOT 9	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812228	QUARRY PHASE 2 BLK N LOT 10	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812244	QUARRY PHASE 2 BLK N LOT 11	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812260	QUARRY PHASE 2 BLK N LOT 12	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812286	QUARRY PHASE 2 BLK N LOT 13	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812309	QUARRY PHASE 2 BLK N LOT 14	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812325	QUARRY PHASE 2 BLK N LOT 15	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812341	QUARRY PHASE 2 BLK N LOT 16	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812367	QUARRY PHASE 2 BLK N LOT 17	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812383	QUARRY PHASE 2 BLK N LOT 18	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812406	QUARRY PHASE 2 BLK N LOT 19	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812422	QUARRY PHASE 2 BLK N LOT 20	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812448	QUARRY PHASE 2 BLK N LOT 21	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812464	QUARRY PHASE 2 BLK N LOT 22	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812480	QUARRY PHASE 2 BLK N LOT 23	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812503	QUARRY PHASE 2 BLK N LOT 24	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812529	QUARRY PHASE 2 BLK N LOT 25	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812545	QUARRY PHASE 2 BLK N LOT 26	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812561	QUARRY PHASE 2 BLK N LOT 27	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812587	QUARRY PHASE 2 BLK N LOT 28	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812600	QUARRY PHASE 2 BLK N LOT 29	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812626	QUARRY PHASE 2 BLK N LOT 30	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812642	QUARRY PHASE 2 BLK N LOT 31	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812668	QUARRY PHASE 2 BLK N LOT 32	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812684	QUARRY PHASE 2 BLK N LOT 33	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812707	QUARRY PHASE 2 BLK N LOT 34	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812723	QUARRY PHASE 2 BLK N LOT 35	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812749	QUARRY PHASE 2 BLK N LOT 36	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812765	QUARRY PHASE 2 BLK N LOT 37	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812781	QUARRY PHASE 2 BLK N LOT 38	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812804	QUARRY PHASE 2 BLK N LOT 39	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812820	QUARRY PHASE 2 BLK N LOT 40	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812846	QUARRY PHASE 2 BLK N LOT 41	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812862	QUARRY PHASE 2 BLK N LOT 42	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812888	QUARRY PHASE 2 BLK N LOT 43	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812901	QUARRY PHASE 2 BLK N LOT 44	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812927	QUARRY PHASE 2 BLK N LOT 45	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812943	QUARRY PHASE 2 BLK N LOT 46	Nickel Ridge 75' Ph. 2	693.58	4,934.45
68986812969	QUARRY PHASE 2 BLK Q LOT 1	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986812985	QUARRY PHASE 2 BLK Q LOT 2	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813007	QUARRY PHASE 2 BLK Q LOT 3	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813023	QUARRY PHASE 2 BLK Q LOT 4	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813049	QUARRY PHASE 2 BLK Q LOT 5	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813065	QUARRY PHASE 2 BLK Q LOT 6	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813081	QUARRY PHASE 2 BLK Q LOT 7	Copper Canyon 75' Ph. 2	693.58	4,934.45

**Quarry Community Development District
Assessment and Par Debt Roll
Special Assessment Refunding and Improvement Bonds, Series 2019
Appendix 6**

PID #	Legal Description	Product Type	Assessment	Par
68986813104	QUARRY PHASE 2 BLK Q LOT 8	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813120	QUARRY PHASE 2 BLK Q LOT 9	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813146	QUARRY PHASE 2 BLK Q LOT 10	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813162	QUARRY PHASE 2 BLK Q LOT 11	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813188	QUARRY PHASE 2 BLK Q LOT 12	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813201	QUARRY PHASE 2 BLK Q LOT 13	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813227	QUARRY PHASE 2 BLK Q LOT 14	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813243	QUARRY PHASE 2 BLK Q LOT 15	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813269	QUARRY PHASE 2 BLK Q LOT 16	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813285	QUARRY PHASE 2 BLK Q LOT 17	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813308	QUARRY PHASE 2 BLK Q LOT 18	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813324	QUARRY PHASE 2 BLK Q LOT 19	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813340	QUARRY PHASE 2 BLK Q LOT 20	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813366	QUARRY PHASE 2 BLK Q LOT 21	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813382	QUARRY PHASE 2 BLK Q LOT 22	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813405	QUARRY PHASE 2 BLK Q LOT 23	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813421	QUARRY PHASE 2 BLK Q LOT 24	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813447	QUARRY PHASE 2 BLK Q LOT 25	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813463	QUARRY PHASE 2 BLK Q LOT 26	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813489	QUARRY PHASE 2 BLK Q LOT 27	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813502	QUARRY PHASE 2 BLK Q LOT 28	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813528	QUARRY PHASE 2 BLK Q LOT 29	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813544	QUARRY PHASE 2 BLK Q LOT 30	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813560	QUARRY PHASE 2 BLK Q LOT 31	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813586	QUARRY PHASE 2 BLK Q LOT 32	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813609	QUARRY PHASE 2 BLK Q LOT 33	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813625	QUARRY PHASE 2 BLK Q LOT 34	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813641	QUARRY PHASE 2 BLK Q LOT 35	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813667	QUARRY PHASE 2 BLK Q LOT 36	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813683	QUARRY PHASE 2 BLK Q LOT 37	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813706	QUARRY PHASE 2 BLK Q LOT 38	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813722	QUARRY PHASE 2 BLK Q LOT 39	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813748	QUARRY PHASE 2 BLK Q LOT 40	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813764	QUARRY PHASE 2 BLK Q LOT 41	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813780	QUARRY PHASE 2 BLK Q LOT 42	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813803	QUARRY PHASE 2 BLK Q LOT 43	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813829	QUARRY PHASE 2 BLK Q LOT 44	Copper Canyon 75' Ph. 2	693.58	4,934.45
68986813968	QUARRY PHASE 3A LOT 1	Quarry Drive 55'	416.16	2,960.67
68986813984	QUARRY PHASE 3A LOT 2	Quarry Drive 55'	416.16	2,960.67
68986814006	QUARRY PHASE 3A LOT 3	Quarry Drive 55'	416.16	2,960.67
68986814022	QUARRY PHASE 3A LOT 4	Quarry Drive 55'	416.16	2,960.67
68986814048	QUARRY PHASE 3A LOT 5	Quarry Drive 55'	416.16	2,960.67
68986814064	QUARRY PHASE 3A LOT 6	Quarry Drive 55'	416.16	2,960.67
68986814080	QUARRY PHASE 3A LOT 7	Quarry Drive 55'	416.16	2,960.67
68986814103	QUARRY PHASE 3A LOT 8	Quarry Drive 55'	416.16	2,960.67
68986814129	QUARRY PHASE 3A LOT 9	Quarry Drive 55'	416.16	2,960.67
68986814145	QUARRY PHASE 3A LOT 10	Quarry Drive 55'	416.16	2,960.67
68986814161	QUARRY PHASE 3A LOT 11	Quarry Drive 55'	416.16	2,960.67
68986814187	QUARRY PHASE 3A LOT 12	Quarry Drive 55'	416.16	2,960.67
68986814200	QUARRY PHASE 3A LOT 13	Quarry Drive 55'	416.16	2,960.67
68986814226	QUARRY PHASE 3A LOT 14	Quarry Drive 55'	416.16	2,960.67
68986814242	QUARRY PHASE 3A LOT 15	Quarry Drive 55'	416.16	2,960.67
68986814268	QUARRY PHASE 3A LOT 16	Quarry Drive 55'	416.16	2,960.67
68986814284	QUARRY PHASE 3A LOT 17	Quarry Drive 55'	416.16	2,960.67
68986814307	QUARRY PHASE 3A LOT 18	Quarry Drive 55'	416.16	2,960.67
68986814323	QUARRY PHASE 3A LOT 19	Quarry Drive 55'	416.16	2,960.67
68986814349	QUARRY PHASE 3A LOT 20	Quarry Drive 55'	416.16	2,960.67
68986815128	QUARRY PHASE 3 LOT 1	Quarry Drive 75'	693.58	4,934.45
68986815144	QUARRY PHASE 3 LOT 2	Quarry Drive 75'	693.58	4,934.45
68986815160	QUARRY PHASE 3 LOT 3	Quarry Drive 75'	693.58	4,934.45
68986815186	QUARRY PHASE 3 LOT 4	Quarry Drive 75'	693.58	4,934.45
68986815209	QUARRY PHASE 3 LOT 5	Quarry Drive 75'	693.58	4,934.45
68986815225	QUARRY PHASE 3 LOT 6	Quarry Drive 75'	693.58	4,934.45
68986815241	QUARRY PHASE 3 LOT 7	Quarry Drive 75'	693.58	4,934.45
68986815267	QUARRY PHASE 3 LOT 8	Quarry Drive 75'	693.58	4,934.45
68986815283	QUARRY PHASE 3 LOT 9	Quarry Drive 75'	693.58	4,934.45
68986815306	QUARRY PHASE 3 LOT 10	Quarry Drive 75'	693.58	4,934.45
68986815322	QUARRY PHASE 3 LOT 11	Quarry Drive 75'	693.58	4,934.45
68986815348	QUARRY PHASE 3 LOT 12	Quarry Drive 75'	693.58	4,934.45
68986815364	QUARRY PHASE 3 LOT 13	Quarry Drive 75'	693.58	4,934.45
68986815380	QUARRY PHASE 3 LOT 14	Quarry Drive 75'	693.58	4,934.45
68986815403	QUARRY PHASE 3 LOT 15	Quarry Drive 75'	693.58	4,934.45
68986815429	QUARRY PHASE 3 LOT 16	Quarry Drive 75'	693.58	4,934.45
68986815445	QUARRY PHASE 3 LOT 17	Quarry Drive 75'	693.58	4,934.45
68986815461	QUARRY PHASE 3 LOT 18	Quarry Drive 75'	693.58	4,934.45
68986815487	QUARRY PHASE 3 LOT 19	Quarry Drive 75'	693.58	4,934.45
68986815500	QUARRY PHASE 3 LOT 20	Quarry Drive 75'	693.58	4,934.45
68986815526	QUARRY PHASE 3 LOT 21	Quarry Drive 75'	693.58	4,934.45

**Quarry Community Development District
Assessment and Par Debt Roll
Special Assessment Refunding and Improvement Bonds, Series 2019
Appendix 6**

PID #	Legal Description	Product Type	Assessment	Par
68986815542	QUARRY PHASE 3 LOT 22	Quarry Drive 75'	693.58	4,934.45
68986815568	QUARRY PHASE 3 LOT 23	Quarry Drive 75'	693.58	4,934.45
68986815584	QUARRY PHASE 3 LOT 24	Quarry Drive 75'	693.58	4,934.45
68986815607	QUARRY PHASE 3 LOT 25	Quarry Drive 75'	693.58	4,934.45
68986815623	QUARRY PHASE 3 LOT 26	Quarry Drive 75'	693.58	4,934.45
68986815649	QUARRY PHASE 3 LOT 27	Quarry Drive 75'	693.58	4,934.45
68986815665	QUARRY PHASE 3 LOT 28	Quarry Drive 75'	693.58	4,934.45
68986815681	QUARRY PHASE 3 LOT 29	Quarry Drive 75'	693.58	4,934.45
68986815704	QUARRY PHASE 3 LOT 30	Graphite Circle 75'	693.58	4,934.45
68986815720	QUARRY PHASE 3 LOT 31	Graphite Circle 75'	693.58	4,934.45
68986815746	QUARRY PHASE 3 LOT 32	Graphite Circle 75'	693.58	4,934.45
68986815762	QUARRY PHASE 3 LOT 33	Graphite Circle 75'	693.58	4,934.45
68986815788	QUARRY PHASE 3 LOT 34	Graphite Circle 75'	693.58	4,934.45
68986815801	QUARRY PHASE 3 LOT 35	Graphite Circle 75'	693.58	4,934.45
68986815827	QUARRY PHASE 3 LOT 36	Graphite Circle 75'	693.58	4,934.45
68986815843	QUARRY PHASE 3 LOT 37	Graphite Circle 75'	693.58	4,934.45
68986815869	QUARRY PHASE 3 LOT 38	Graphite Circle 75'	693.58	4,934.45
68986815885	QUARRY PHASE 3 LOT 39	Graphite Circle 75'	693.58	4,934.45
68986815908	QUARRY PHASE 3 LOT 40	Graphite Circle 75'	693.58	4,934.45
68986815924	QUARRY PHASE 3 LOT 41	Graphite Circle 75'	693.58	4,934.45
68986815940	QUARRY PHASE 3 LOT 42	Graphite Circle 67'	520.19	3,700.84
68986815966	QUARRY PHASE 3 LOT 43	Graphite Circle 67'	520.19	3,700.84
68986815982	QUARRY PHASE 3 LOT 44	Graphite Circle 67'	520.19	3,700.84
68986816004	QUARRY PHASE 3 LOT 45	Graphite Circle 67'	520.19	3,700.84
68986816020	QUARRY PHASE 3 LOT 46	Graphite Circle 67'	520.19	3,700.84
68986816046	QUARRY PHASE 3 LOT 47	Graphite Circle 67'	520.19	3,700.84
68986816062	QUARRY PHASE 3 LOT 48	Graphite Circle 67'	520.19	3,700.84
68986816088	QUARRY PHASE 3 LOT 49	Graphite Circle 67'	520.19	3,700.84
68986816101	QUARRY PHASE 3 LOT 50	Graphite Circle 67'	520.19	3,700.84
68986816127	QUARRY PHASE 3 LOT 51	Graphite Circle 67'	520.19	3,700.84
68986816143	QUARRY PHASE 3 LOT 52	Graphite Circle 67'	520.19	3,700.84
68986816169	QUARRY PHASE 3 LOT 53	Graphite Circle 67'	520.19	3,700.84
68986816185	QUARRY PHASE 3 LOT 54	Graphite Circle 67'	520.19	3,700.84
68986816208	QUARRY PHASE 3 LOT 55	Graphite Circle 67'	520.19	3,700.84
68986816224	QUARRY PHASE 3 LOT 56	Graphite Circle 75'	693.58	4,934.45
68986816240	QUARRY PHASE 3 LOT 57	Graphite Circle 75'	693.58	4,934.45
68986816266	QUARRY PHASE 3 LOT 58	Graphite Circle 75'	693.58	4,934.45
68986816282	QUARRY PHASE 3 LOT 59	Graphite Circle 75'	693.58	4,934.45
68986816305	QUARRY PHASE 3 LOT 60	Graphite Circle 75'	693.58	4,934.45
68986816321	QUARRY PHASE 3 LOT 61	Graphite Circle 75'	693.58	4,934.45
68986816347	QUARRY PHASE 3 LOT 62	Graphite Circle 75'	693.58	4,934.45
68986816363	QUARRY PHASE 3 LOT 63	Graphite Circle 67'	520.19	3,700.84
68986816389	QUARRY PHASE 3 LOT 64	Graphite Circle 67'	520.19	3,700.84
68986816402	QUARRY PHASE 3 LOT 65	Graphite Circle 67'	520.19	3,700.84
68986816428	QUARRY PHASE 3 LOT 66	Graphite Circle 67'	520.19	3,700.84
68986816444	QUARRY PHASE 3 LOT 67	Graphite Circle 67'	520.19	3,700.84
68986816460	QUARRY PHASE 3 LOT 68	Graphite Circle 67'	520.19	3,700.84
68986816486	QUARRY PHASE 3 LOT 69	Graphite Circle 67'	520.19	3,700.84
68986816509	QUARRY PHASE 3 LOT 70	Graphite Circle 67'	520.19	3,700.84
68986816525	QUARRY PHASE 3 LOT 71	Graphite Circle 67'	520.19	3,700.84
68986816541	QUARRY PHASE 3 LOT 72	Flint Court 67'	520.19	3,700.84
68986816567	QUARRY PHASE 3 LOT 73	Flint Court 67'	520.19	3,700.84
68986816583	QUARRY PHASE 3 LOT 74	Flint Court 67'	520.19	3,700.84
68986816606	QUARRY PHASE 3 LOT 75	Flint Court 67'	520.19	3,700.84
68986816622	QUARRY PHASE 3 LOT 76	Flint Court 67'	520.19	3,700.84
68986816648	QUARRY PHASE 3 LOT 77	Flint Court 67'	520.19	3,700.84
68986816664	QUARRY PHASE 3 LOT 78	Flint Court 67'	520.19	3,700.84
68986816680	QUARRY PHASE 3 LOT 79	Flint Court 67'	520.19	3,700.84
68986816703	QUARRY PHASE 3 LOT 80	Flint Court 67'	520.19	3,700.84
68986816729	QUARRY PHASE 3 LOT 81	Flint Court 67'	520.19	3,700.84
68986816745	QUARRY PHASE 3 LOT 82	Flint Court 67'	520.19	3,700.84
68986816761	QUARRY PHASE 3 LOT 83	Flint Court 67'	520.19	3,700.84
68986816787	QUARRY PHASE 3 LOT 84	Flint Court 67'	520.19	3,700.84
68986816800	QUARRY PHASE 3 LOT 85	Flint Court 67'	520.19	3,700.84
68986816826	QUARRY PHASE 3 LOT 86	Flint Court 67'	520.19	3,700.84
68986816842	QUARRY PHASE 3 LOT 87	Flint Court 67'	520.19	3,700.84
68986816868	QUARRY PHASE 3 LOT 88	Flint Court 67'	520.19	3,700.84
68986816884	QUARRY PHASE 3 LOT 89	Flint Court 67'	520.19	3,700.84
68986816907	QUARRY PHASE 3 LOT 90	Flint Court 67'	520.19	3,700.84
68986816923	QUARRY PHASE 3 LOT 91	Limestone Lane 55'	416.16	2,960.67
68986816949	QUARRY PHASE 3 LOT 92	Limestone Lane 55'	416.16	2,960.67
68986816965	QUARRY PHASE 3 LOT 93	Limestone Lane 55'	416.16	2,960.67
68986816981	QUARRY PHASE 3 LOT 94	Limestone Lane 55'	416.16	2,960.67
68986817003	QUARRY PHASE 3 LOT 95	Limestone Lane 55'	416.16	2,960.67
68986817029	QUARRY PHASE 3 LOT 96	Limestone Lane 55'	416.16	2,960.67
68986817045	QUARRY PHASE 3 LOT 97	Limestone Lane 55'	416.16	2,960.67
68986817061	QUARRY PHASE 3 LOT 98	Limestone Lane 55'	416.16	2,960.67
68986817087	QUARRY PHASE 3 LOT 99	Limestone Lane 55'	416.16	2,960.67

SUPPLEMENTAL ENGINEER'S REPORT

FOR

Phase I, II and III INFRASTRUCTURE IMPROVEMENTS

~~April 15, 2018~~

Revised April 8, 2019

PREPARED FOR:

THE QUARRY COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:



9351 CORKSCREW ROAD, STE. 102

ESTERO, FL 33928

(p) 239.405.9148

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- I. Introduction
- II. General Description
- III. Infrastructure
- IV. Cost Estimate
- V. Conclusion
- VI. Engineers Opinion
- VII. Exhibits 1, 2, and 3

I. INTRODUCTION

This Supplemental Engineer's Report was prepared by J.R. Evans Engineering, P.A., as authorized by The Quarry Community Development District (The "District"). This report includes the description and estimated value of public improvements that will be undertaken by the District. The District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended. The District was established on July 27, 2004, by Ordinance No. 2004-53 enacted by Collier County to provide for the construction, and/or acquisition, financing, long-term administration and management of certain public infrastructure necessary for development within the district.

II. GENERAL DESCRIPTION

The District's storm water management system was completed in the year 2012. The water management system consists of inlets and culverts which direct the runoff from all the lands, within the District, to a series of interconnected ponds. The ponds are utilized for attenuation of the peak runoff rate and water quality treatment of the runoff. The final discharge from the lakes is into the Cocohatchee Canal via control structures. The two larger bodies of water referred to as Boulder and Stone Lake provide attenuation and are utilized for recreational uses. Water quality detention is directed to other stormwater management lakes prior to connection to Stone and Boulder Lakes. Due to the fetch of these lakes the banks are hardened with rip rap. Please see Exhibit A for lake location and configuration.

The surface water management plan for the District was granted conceptual approval by the South Florida Water Management District (SFWMD) under Permit Number 06-02659-P. Subsequently, the SFWMD and Collier County granted construction permits to the different parcels within the CDD in compliance with the lake bank, flood and water quality criteria set in the original conceptual surface water management permit.

III. PURPOSE

The purpose of this Report is to present the extent and costs of the proposed storm water system's lake bank repairs of damage caused by hurricane Irma. The wind driven waves caused moderate to severe erosion within Stone and Boulder Lakes. Please see exhibits 1 and 2 for location of damaged lake banks.

IV. INFRASTRUCTURE

The lake banks will be restored to a minimum criteria of the previous condition with every effort to mitigate and further harden the lake banks with deeper, heavier, and larger rip rap than existed prior the hurricane. Please see Exhibit 3 which identifies a 12"-18" minimum rip rap size to be placed over a non-woven geotextile at a depth of 2 feet thick and Exhibit 2 which identifies the areas collectively the "2018 Project". The project has been broken into three construction phases noted on the attached exhibit. Phase I of the project has been completed. Phase II & III are to be done.

V. COST ESTIMATE

Quarry CDD - Shoreline Restoration	
Completed Projects:	
Construction Project Phase I	\$3,206,175
Future Projects:	
Construction Phase II	\$1,950,000
Construction Phase III	\$800,000
Record Engineer	\$50,000
Construction Manager	\$100,000
Quality Manager / Materials Testing	\$50,000
District Management / Legal	\$50,000
Contingency (10%)	\$300,000
Sub-Total	\$3,300,000
Total of Projects	\$6,506,175

VI. CONCLUSION

The 2018 project consists of the restoration of banks along the shoreline of Boulder and Stone Lakes within the community, and community monuments. The estimated total cost for this project is \$6,506,175 as outlined in Table 1 above. The benefit received from the 2018 Project is at least equal to the cost thereof. The cost of the 2018 Project will be the lesser of the fair market value of such improvements or actual cost. No more than 5% of the 2018 Project is being constructed outside of the District owned land or easements dedicated to the District.

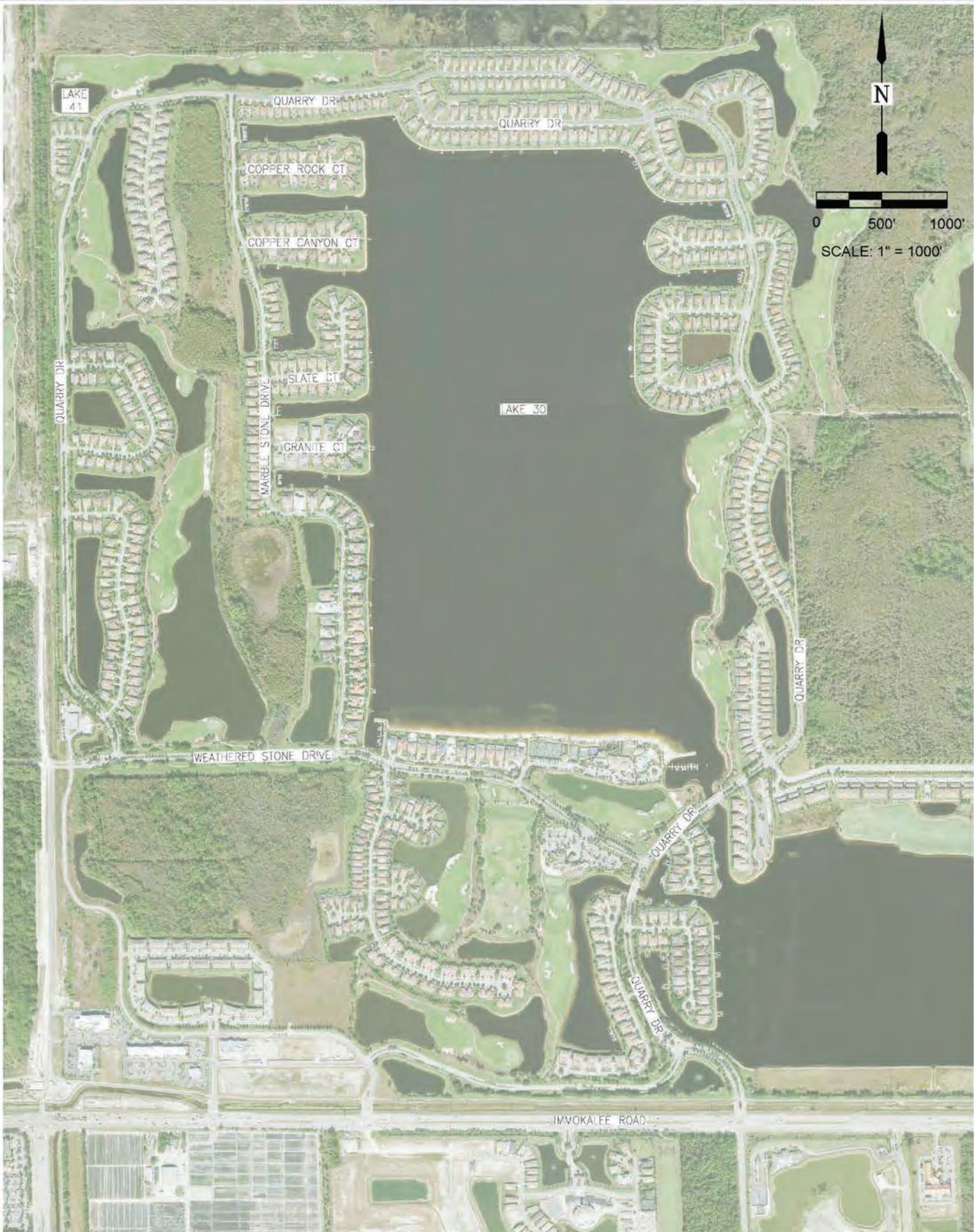
VII. ENGINEER'S CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of the Supplemental Engineer's Report for The Quarry Community Development District.

This report has been prepared by J.R. Evans Engineering based on its observations and in part utilizing and relying on information prepared and provided by others.



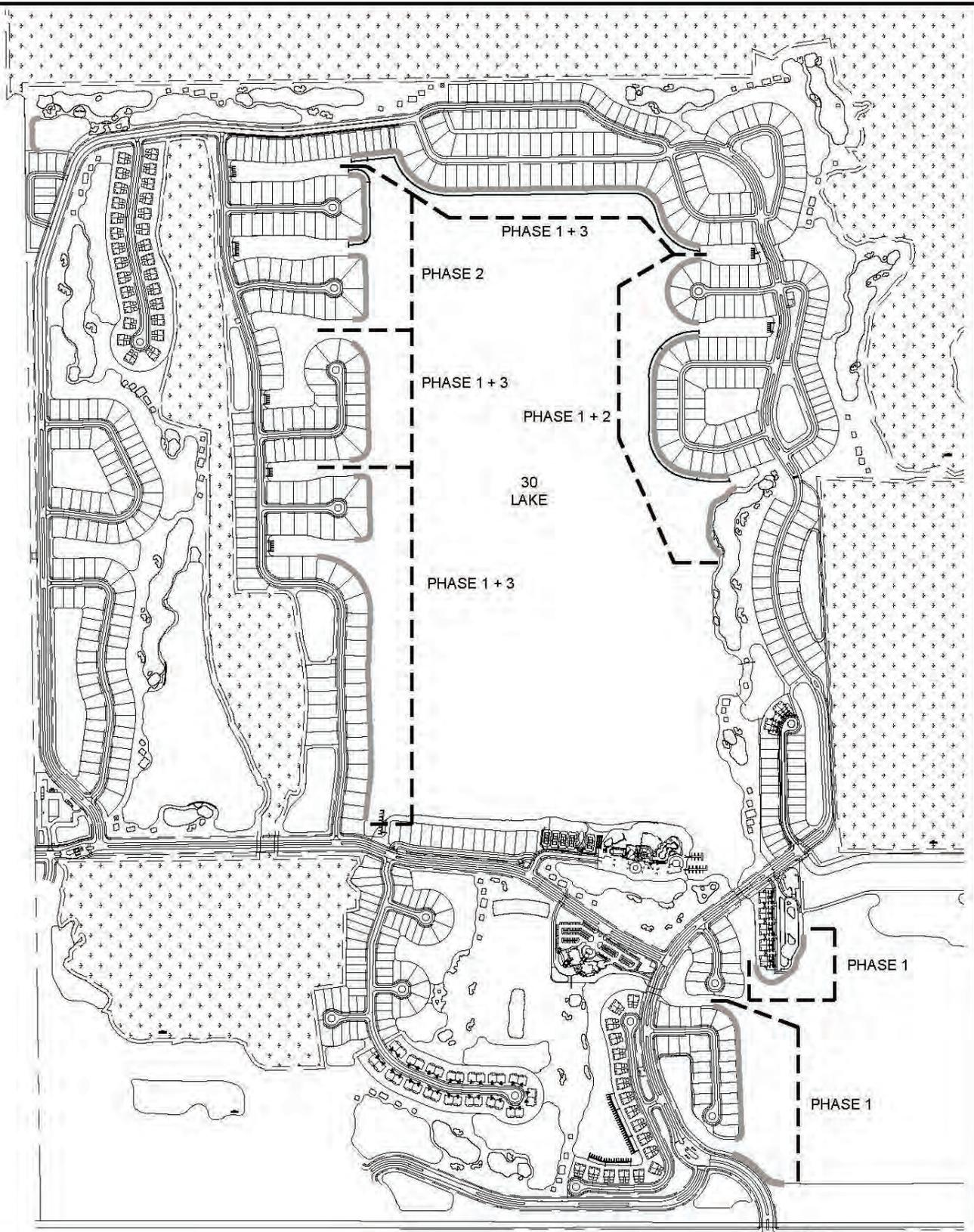
VIII. Exhibits 1, 2, and 3



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 WWW.JREVANSENGINEERING.COM

THE QUARRY CDD

AERIAL PLAN - EXHIBIT 1



0 500' 1000'

SCALE: 1" = 1000'

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ENGINEERING

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THE QUARRY CDD

PHASING - EXHIBIT 2

**CONSIDER RFP'S FOR DISTRICT
MANAGEMENT SERVICES**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2019-04 IN ITS ENTIRETY; DESIGNATING A DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZING THE PUBLICATION OF A NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Quarry Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida; and

WHEREAS, the Board of Supervisors of the Quarry Community Development District (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the District has previously adopted Resolution 2019-04, adopting the District’s rules of procedure, which the District desires to rescind in its entirety.

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

1. RESCINDMENT OF RESOLUTION 2019-04. Resolution 2019-04 adopted by the Board on April 16, 2019, is hereby rescinded in its entirety.

2. PUBLIC HEARING. A public hearing will be held to adopt the District’s Rules of Procedure on the ____ day of _____, 2019, at ____ __.m., located at _____.

3. PUBLICATION. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 22nd DAY OF May, 2019.

ATTEST:

QUARRY COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairperson

**RULES OF PROCEDURE
QUARRY COMMUNITY DEVELOPMENT DISTRICT**

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Rule 1.0 General.

- (1) The Quarry Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District 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.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from office or ceases to be a member of the Board, the Vice-Chairperson shall act as the Chairperson until such time as the Board can hold an election of officers. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings

of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of an individual who is qualified to perform the labor. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in the section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.006, 119.07, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (_____) _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."
 - (f) The following language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deem necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board’s consideration.

- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also

participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. An attorney-Client Session is further authorized when the Board discusses security-related matters consistent with law, but such discussions shall be limited to confidential security matters. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, the General Manager and/or Facility Operations Manager, and the court reporter

may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0114, Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;

- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;

- (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;

- (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District,

the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable federal licenses in good standing, if any;
 - (b) Hold all required applicable state professional licenses in good standing;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the audit selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Audit Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an audit selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee should include at least three individuals, some or all of whom may also serve as members of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable federal licenses in good standing, if any;

- (ii) Hold all required applicable state professional licenses in good standing;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance

shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by electronic mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice

shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a contractor's pre-qualified status. A suspension, revocation, or denial for good cause pursuant to this rule shall prohibit the contractor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the contractor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The contractor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The contractor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the contractor.
- v. The contractor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the contractor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The contractor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The contractor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the contractor fails to furnish any of the subject contract documents by the expiration of the period of

suspension, revocation, or denial set forth above, the contractor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The contractor failed to notify the District within 10 days of the contractor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The contractor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The contractor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the contractor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The contractor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- xiii. Any other circumstance constituting "good cause" under Section 337.16(2), Fla. Stat., exists.

(b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), Fla. Stat., shall be denied, suspended, or revoked. A suspension or revocation shall prohibit the contractor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the contractor in writing of its intent to deny, suspend, or revoke his or her pre-qualified status and inform the contractor of his or her right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the contractor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) Except in the case of contract crimes, the revocation, denial, or suspension of a contractor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for reapplication or reinstatement. However, a contractor may not petition for

reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no

Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the

District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
 - (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) bids, proposals, replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for any period permitted by law.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for any period permitted by law.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require any person who files a notice of protest to post a protest bond in an amount to be determined by District staff after consultation with

the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;
 - (d) Enter orders; and
 - (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect or an irregularity in the competitive solicitation process, the bids, proposals, replies, and responses **are too high**, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective as of April 10, 2019, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of April, 2019, by and between:

Quarry Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida (“**District**”); and

CPH, Inc., a Florida corporation, providing professional engineering services (“**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the Board of County Commissioners in and for Collier County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing general professional engineering services including but not limited to field visits, technical investigations, research of topics relevant to projects or design, design engineering, detailing, drafting, calculations, specification estimates, and schedule preparation, document review as requested by the Board, review and execution of documents under the District's Trust Indentures and monitoring of District projects, and performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction or maintenance of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full time construction management of District projects, as directed by District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction or maintenance as authorized by the Board; provided however that the parties agree that the Engineer shall not be engaged in actual construction or maintenance activities.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto as **Exhibit C** is hereby approved.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting, and the parties shall otherwise comply with Section 287.055(5)(a), *Florida Statutes* to the extent required by law.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. As part of any specific work authorization, the District and Engineer may agree to provide notice if fees are reasonably expected to exceed a "not to exceed" amount when utilizing hourly personnel rates. The parties further agree that the Engineer may propose adjustments to hourly compensation rates from time to time, which the District may consider in its sole discretion.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation,

the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

- d. The District's right to use and rely upon all Work Product hereunder shall be contingent upon the District's payment of applicable compensation pursuant to the terms of this Agreement, subject to any offsets that the District may have against Engineer.

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
(including Contractual)	
Property Damage	\$1,000,000/\$2,000,000
(including Contractual)	

Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Umbrella Liability	\$5,000,000/\$5,000,000
Professional Liability for Errors and Omissions	\$5,000,000/\$5,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance, Employer's Liability and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

16. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes*, or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by

the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KATHELLEN DAILEY, SPECIAL DISTRICT SERVICES, INC., 27499 RIVERVIEW CENTER BLVD., #253, BONITA SPRINGS, FLORIDA 34134, (239) 444-5790, KDAILEY@SDSINC.ORG.

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. **ASSIGNMENT.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. **THIRD PARTIES.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. **CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Collier County, Florida.

27. **TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. **RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. **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 of the parties hereto and formally approved by the Board.

30. **AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. **NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

- A. **If to Engineer:** CPH, Inc.
2216 Altamont Avenue

Ft. Myers, Florida 33901
Attn: _____

B. If to District: Quarry Community Development District
27499 Riverview Center Blvd., #253
Bonita Springs, Florida 34134
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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 Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

32. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

QUARRY COMMUNITY DEVELOPMENT DISTRICT

Kathleen M. Dairley
Secretary

George Cingle
Chairman, Board of Supervisors

Haben
Witness Fabrizio Lemmerman

CPH, INC.
Jeffrey Satriello
By: JEFFREY SATRIELLO
Its: Sr. Vice President

- Exhibit A:** Hourly Rate Sheet
- Exhibit B:** Insurance Certificate
- Exhibit C:** Work Authorization #1

EXHIBIT "A"
HOURLY FEE SCHEDULE

Rates & Reimbursables

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

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

Schedule of Reimbursable Charges

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

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment. Updated: March 5, 2018



EXHIBIT "B"

NOTEPAD:

HOLDER CODE **QUAR274**
INSURED'S NAME **CPH, Inc.**

CPHEN-1
OP ID: LH

PAGE 2
Date **04/24/2019**

written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSURED

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability

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due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

- 4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k.**

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

- 1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2. Premises you sell, give away or abandon; if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- 4. Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage,** the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage to any one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a.** Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form:**

- e.** Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1)** You or any additional insured that is an individual;

- (2)** Any partner, if you or an additional insured is a partnership;
- (3)** Any manager, if you or an additional insured is a limited liability company;
- (4)** Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5)** Any trustee, if you or an additional insured is a trust; or
- (6)** Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

7. Bodily Injury

Section **F. Liability and Medical Expenses Definitions,** item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a.** The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:**

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- 1.** Not done intentionally by or at the direction of:
 - a.** The insured; or
 - b.** Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- 2.** Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b.** The following is added to Exclusions, **Section B.:**

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

RLI Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS**

A. WHO IS AN INSURED (Section C.) of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS - "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
- b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.

C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS - Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.) of the Businessowners Liability Coverage Form is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

000004

00020899770896000082513200508



2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

EXHIBIT "C"

_____, 2019

Quarry Community Development District
Collier County, Florida

Subject: **Work Authorization Number 1**
 Quarry Community Development District

Dear Chairman, Board of Supervisors:

CPH, Inc. ("Engineer") is pleased to submit this work authorization to provide engineering services for the Quarry Community Development District ("District"). We will provide these services pursuant to our current agreement dated _____, 2019 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District's Projects, if any, in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

QUARRY COMMUNITY DEVELOPMENT DISTRICT

CPH, INC.

By: George Cingle

By: Jeffrey Saffold

Authorized Representative
Date: April 30, 2019

Date: 4-29-19

**WORK AUTHORIZATION NO. 1
PURSUANT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
QUARRY COMMUNITY DEVELOPMENT DISTRICT
MASTER CONTRACT DATED APRIL 30TH, 2019
FOR
EMERGENCY LAKE BANK RESTORATION
CONSTRUCTION INSPECTION SERVICES**



MAY 10TH, 2019

This Work Order includes details of the services to be performed, timing of the services, and compensations. Part II (previously executed Master Contract) contains the CPH's Standard Hourly Rate Table and Standard Contract Provisions, which are the general terms of the engagement between Quarry CDD, herein after called the "CLIENT", and CPH, Inc., herein after called "CPH". This Work Order is being entered into pursuant to Section 3 of that certain Agreement for Professional Services between CPH, Inc. and Quarry Community Development District master contract dated April 30th, 2019 (the "Agreement"). Except as modified by this Work Authorization, the terms of the Agreement shall apply to the project authorized herein.

PART I

PROJECT DESCRIPTION

CPH, Inc. has been requested to provide the following services: construction inspection and certification services of bank restoration and repair generally for the portion of the shore lines of Lake 30 and more specifically as outlined within the design plans prepared by J.E. Evans dated 03/03/2018 (amendment 1). Included with this scope are services to provide video documentation via drone of the CDD's primary roads that are anticipated for use by the selected contractor and optional video & photographic documents of existing conditions associated with various structures within the community. CPH will act as the project lead coordinating with the Community, Contractor, and testing consultant.

SCOPE OF SERVICES

A. CONSULTANT

1.0 CONSTRUCTION ADMINISTRATION Services

CPH proposes to provide the following services for the anticipated construction period of twenty (20) weeks:

- CPH to provide on-site inspection services totaling 16 hours per week (anticipated 4 hours a day for four days per week)
- CPH to prepare and distribute to the Owner a weekly summary report of activities, critical issues, and photo documentation of the services conducted over the previous week

- CPH to monitor the construction schedule and review pay applications.
- CPH to provide general coordination and administrative services as need to support the scope herein.

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

*** Design services, FEMA related support and/or coordination are not included with this scope. If needed, these services will be provided under the continuing “hourly services” master contract.**

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. In the performance of these services, CPH will coordinate its efforts with those of other project team members as required. The CLIENT shall provide CPH with project-related technical data including, but not limited to, the following:

- Project size, location, identification number, and building program.
- Current title commitment and any existing boundary and topographic surveys and plats. If CPH is not performing surveying services as part of the contract, CLIENT to provide current boundary and topographic information in AutoCAD 14 or more recent version, or DXF format.
- Previous Environmental investigation reports.
- Previous Geotechnical investigation reports.
- Master plan or development plans for the overall project. Preferably in AutoCAD 14 or more recent version, or DXF format.
- Any other pertinent information concerning this project to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Work Order.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the CLIENT and is exclusive of CLIENT and local review of interim products. If the CLIENT requests that work under this Work Order be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an ‘Upset Limit’ (USL) budget.

The CLIENT will be informed if the Hourly fees listed herein are anticipated to exceed the about listed below.

Phase No.	Phase Description	Billing Method	Fee
A.	CONSULTANT		
1.0	Construction Administration	Hourly USL	\$110,000.00

Reimbursable Expenses

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

Services not explicitly outlined within the scope identified herein are not included. Should additional services be required CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

CPH, INC. AUTHORIZATION



By: _____
Jeffrey M. Satfield, P.E.
Sr. Vice President

Date: May 10th, 2019

AGREEMENT FOR QUALITY ASSURANCE MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of MAY, 2019, by and between:

Quarry Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Collier County, Florida ("District"); and

ECS-Florida, LLC, a foreign limited liability company, with an address of 13850 Treeline Avenue, Suite 4, Fort Myers, Florida 33913 ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the Board of County Commissioners in and for Collier County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide quality assurance management services related to the District's storm water management repair project; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ("Board") ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform quality assurance management services, as set forth in more detail in **Exhibit A** attached hereto ("Scope of Work"); and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF WORK. The Engineer shall provide the services described in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference; provided, however, that the District may elect to authorize different portions of the Scope of Work at different times, and the Engineer shall not proceed with any portion of the Scope of Work without a written authorization from the District's Chairperson or District's Manager. That said, the Engineer is authorized immediately to proceed with the Project Initiation (Construction Contract Review). Subject to the written agreement of both the District and the Engineer, the Engineer may provide additional services under this Agreement related to the Scope of Work, as defined herein, and such services will be provided pursuant to a Work Authorization between the District and the Engineer.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a.** It has the experience and skill to perform the services required to be performed by this Agreement.
- b.** It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
- c.** It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner.
- d.** It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.
- e.** Engineer shall take reasonable care to protect property or persons within the District and shall be responsible for any harm to property or persons caused by its acts or omissions.

3. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be as set forth in the "Fee Schedule & Estimated Costs" attached hereto as **Exhibit B**. The hourly rates for the quality assurance management services described in **Exhibit A** will be provided in accordance with the fee schedule attached hereto as **Exhibit B**.

4. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a.** Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b.** Expense of reproduction, postage and handling of drawings and specifications.

5. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of issuance of a Notice to Proceed until terminated pursuant the terms herein.

6 SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

7 BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

8 OWNERSHIP OF DOCUMENTS.

- a.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b.** The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c.** The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

9 ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall

be available to the District or its authorized representative for observation or audit at mutually agreeable times.

10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

11. COST ESTIMATES. [Reserved.]

12. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three years after completion of the work conducted pursuant to this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the

Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

14. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

15. INDEMNIFICATION. Engineer agrees to indemnify, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, but only to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done in connection with any of the matters set out in these specifications. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes*, or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

16. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION

558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

17. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

18. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

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

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KATHLEEN DAILEY, SPECIAL DISTRICT SERVICES, INC., 27499 RIVERVIEW

**CENTER BLVD., #253, BONITA SPRINGS, FLORIDA 34134, (239) 444-5790,
KDAILEY@SDSINC.ORG.**

19. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

20. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

21. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

22. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

23. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

24. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

25. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Collier County, Florida.

26. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

27. RECOVERY OF COSTS AND FEES; WAIVER OF CONSEQUENTIAL DAMAGES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels. District shall not be liable to Engineer and Engineer shall not be liable to District for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit. Engineer shall not be liable to District, or any entity engaged directly or indirectly by District, for any liquidated damages due to any fault, or failure to act, in part or in total by Engineer, its employees, agents, or subcontractors.

28. 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 of the parties hereto and formally approved by the Board.

29. AGREEMENT; CONFLICTS WITH EXHIBITS. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. To the extent of any conflict between this document and its exhibits, this document shall control.

30. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

- A. If to Engineer:** ECS Florida, LLC
13850 Treeline Avenue, Suite 4
Fort Myers, Florida 33913
Attn: PAUL BENVIE

- B. If to District:** Quarry Community Development District
27499 Riverview Center Blvd., #253
Bonita Springs, Florida 34134
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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 Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

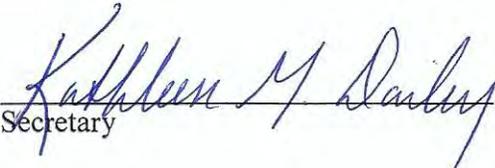
31. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

32. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[CONTINUED ON NEXT PAGE]

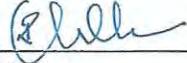
IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

QUARRY COMMUNITY DEVELOPMENT DISTRICT


Secretary


Chairman, Board of Supervisors

ECS FLORIDA, LLC


Witness

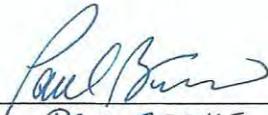

By: PAUL BENVIE
Its: VICE PRESIDENT

Exhibit A – Scope of Work
Exhibit B – Fee Schedule & Estimated Costs

Exhibit A Scope of Work

SCOPE OF WORK

ECS proposes to provide services in accordance with the Quality Assurance Manager Request for Proposal (RFQ) for Phase 2, as solicited by the QCDD. ECS based this proposal on the assumption the contractor hired by QCDD will assist with equipment and personnel to load and lift containers and crane scale, as outlined in the RFQ. ECS prepared this proposal without the project schedule, therefore ECS assumes the work will occur over a 21 week duration. ECS field services will be rendered portal-to-portal from our office in Fort Myers, Florida. Our unit rates are based on a normal 8 hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 4:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate.

Pursuant to the RFQ, as the Quality Assurance Manager, ECS will be accountable for the managing, directing, and reporting of quality assurance activities associated with the project. ECS will observe the delivered and placed materials, including riprap rock, underlayment fabric, backfill soil, and sod, in accordance with project specifications. ECS will perform the following:

1. Review the Project "RFP Documents for Post-Irma Erosion Repair - Phase Two" package with the Construction Manager immediately upon execution of the Agreement.
2. Review the quality assurance testing protocols and procedures with the assigned Construction Manager and Contractor before the start of construction.
3. Work with the assigned Construction Manager and Contractor to ensure that planned levels of materials and installation quality are being met by the Contractor; immediately alert the Construction Manager and CDD Supervisors in writing when planned levels of materials and installation quality are not being met by the Contractor.
4. Perform impromptu site quality assurance testing and subsequent documenting of the same. The frequency of all impromptu site quality assurance testing listed below **is assumed to be one visit per week, or as requested by CDD, or Construction Manager**. The Construction Manager will be informed of the testing and location prior to the start of the testing work. The CDD may authorize by separate writing some or all of the following testing (and in amounts greater or less than those set forth in **Exhibit B**):
 - a. Detailed riprap size analysis at the worksite, prior to placement, in accordance with ASTM D5519 Method A; the riprap shall be measured and sorted into containers at four major dimension particle sizes: 4" and less, 4" to 11", 12" to 24", and 25" and greater. Once separated, the weight of the particles will be measured using a crane scale and logged on the field report form. Gradation analysis will be performed in the office and reported on the daily report;
 - b. Riprap layer thickness measurement, and logging of the same;
 - c. Subcontract with a Professional Land Surveyor to obtain shoreline bank and top of riprap elevations using the North American Vertical Datum of 1988 (NAVD 88), and the logging of the same;
 - d. Underlayment fabric placement observations, and logging of the same;

- e. Backfill soil and sod placement observations, and logging of the same, and;
- f. Present daily report of items a - e above to required party(ies).

5. Perform a riprap dry density laboratory test on six separate rock samples taken from the site rock piles to confirm that the supplied riprap rock has a minimum specific gravity of 2.30. The rock sampling frequency **will be performed once per week or as otherwise directed by the CDD or Construction Manager** during construction.

6. Prepare and provide to the CDD Supervisors a weekly summary of regular and overtime hours worked by the Quality Assurance Manager, and include any additional charges for the period.

7. At the end of construction, prepare a final comprehensive report containing an analysis of all quality assurance testing data, including:

- a. Riprap size statistical analysis;
- b. Riprap thickness statistical analysis;
- c. Riprap slope statistical analysis;
- d. A map showing all top of bank and top of riprap elevations that were measured (provided however that if surveying is not authorized by the CDD, then this item will not be required, at a savings of \$500 to the CDD);
- e. A map showing the location of all underlayment, and backfill soil and sod placement observations, (provided however that if surveying is not authorized by the CDD, then this item, like item 7.d. above will not be required) and;
- f. Conclusions on the overall quality of the Project installation, and any recommendations.

Please note that the provided "Quality Assurance Example Report" does not cover the entire scope as listed above, specifically ASTM D5519 Method A, as it appears to focus on major and minor dimensions, but not the corresponding mass (weight). ECS will work in conjunction with QCDD to prepare a form that encompasses the intent of the scope.

FEE FOR SERVICES

ECS proposes to conduct our scope of services on a unit cost basis in accordance with the fee schedule and estimated costs included in **Exhibit B**. Based on the available information and our familiarity with this type of construction, we made several assumptions regarding our involvement in the project. We used our professional judgment to determine the total estimated cost. Deviations from the assumed quantities and timeframes detailed in this estimate are not included and will be considered as an addition to our proposed scope of service. We will endeavor to work and invoice within the confines of our total estimated fee; however, the total estimated fee is not represented as a lump sum price or a not-to-exceed value. If such a pricing structure is desired, please contact ECS so that we may revise our proposal.

Actual costs may be greater or less than the estimate based upon actual quantities using the enclosed schedule of unit rates. Should supplemental services be deemed necessary, ECS will negotiate the additional services as needed.



Exhibit B
Fee Schedule & Estimated Costs

Description	Unit Rate Fee	Estimated Quantity	Total Fee
Project Initiation (Construction Contract Review)	\$,500.00 / each	1 each	\$500
Project Initiation (Includes Project Kickoff Meeting, Schedule & Budget Review)	\$ 2,000.00 / each	1 each	\$2,000
Riprap Density Testing (Specific Gravity and Absorption Testing)	\$ 85.00 / test	21 tests	\$1,785
Sodium Soundness Testing	\$ 85.00 / test	0 tests	-
LA Abrasion Testing	\$ 250.00 / test	0 tests	-
Survey (Up to 2 hours on site, Includes trip charge)	\$ 400.00 / visit	21 visits	\$8,400
CM Representative / QA Technician (On Site Time & Dailey Report Writing)	\$ 75.00 / hour	53 hours	\$3,937.50
Project Manager (Scheduling, Coordination, Daily Report Review and Weekly Status Reports)	\$ 100.00 / hour	126 hours	\$12,600
Professional Engineer (Coordination & Report Review)	\$ 175.00 / hour	84 hours	\$14,700
Final QA Report & Maps (Includes One Round of Comments)	\$ 2,000.00 / each	1 each	\$2,000*
CM Project Closeout (Includes Final Schedule & Cost Documentation, Punch List, and One Final Inspection)	\$ 2,000.00 / each	1 each	\$2,000
Trip Charge (Mileage only - Drive time included in visit)	\$ 33.00 / trip	50 trips	\$1,658.25
Total Estimated Cost:			\$ 49,580.75

*Deduct \$500 if there is no surveying authorized by the District





The Cincinnati Indemnity Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

RENEWAL

DECLARATIONS	POLICY NUMBER CAP 522 50 33																																																								
<p>NAMED INSURED ECS FLORIDA LLC</p>																																																									
<p>ADDRESS</p> <p>(Number & Street, 14026 THUNDERBOLT PL SUITE 600 Town, County, CHANTILLY VA 20151-3295 State & Zip Code)</p>																																																									
<p>Previous Policy Number: CAP 522 50 33</p>																																																									
<p>Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE</p>																																																									
<p>All coverages except Automobile and/or Garage Policy number: CAP 522 50 33 FROM: 12-01-2018 TO: 12-01-2019</p>																																																									
<p>Automobile and/or Garage Policy number: FROM: TO:</p>																																																									
<p>Agency THE ANDERSEN INSURANCE GROUP 45-108 City CENTREVILLE VA</p>																																																									
<p>Legal Entity/Business Description LIMITED LIABILITY COMPANY</p>																																																									
<p>IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.</p>																																																									
<p>FORMS APPLICABLE TO ALL COVERAGE PARTS: (show numbers)</p> <table style="width: 100%; border: none;"> <tr> <td>IA4330</td><td>03/08</td><td>IA102</td><td>09/08</td><td>IA904</td><td>04/04</td><td>IL0017</td><td>11/98</td> </tr> <tr> <td>IA448</td><td>07/01</td><td>IA4007FL</td><td>05/03</td><td>IA4198FL</td><td>04/16</td><td>IA4208FL</td><td>11/16</td> </tr> <tr> <td>IA4271FL</td><td>03/16</td><td>IA4281FL</td><td>03/06</td><td>IA4317FL</td><td>09/12</td><td>IA4489FL</td><td>05/17</td> </tr> <tr> <td>IL0175</td><td>09/07</td><td>IP412</td><td>12/92</td><td>IA4006FL</td><td>07/10</td><td>IA4236FL</td><td>01/15</td> </tr> <tr> <td>IA4238FL</td><td>01/15</td><td>IA4338</td><td>05/11</td><td>IP446</td><td>08/01</td><td>FMD501</td><td>08/06</td> </tr> <tr> <td>GAD501</td><td>10/01</td><td>MAD524</td><td>09/05</td><td>MAD548</td><td>08/06</td><td>MAD549</td><td>09/98</td> </tr> <tr> <td>USD504</td><td>12/04</td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>		IA4330	03/08	IA102	09/08	IA904	04/04	IL0017	11/98	IA448	07/01	IA4007FL	05/03	IA4198FL	04/16	IA4208FL	11/16	IA4271FL	03/16	IA4281FL	03/06	IA4317FL	09/12	IA4489FL	05/17	IL0175	09/07	IP412	12/92	IA4006FL	07/10	IA4236FL	01/15	IA4238FL	01/15	IA4338	05/11	IP446	08/01	FMD501	08/06	GAD501	10/01	MAD524	09/05	MAD548	08/06	MAD549	09/98	USD504	12/04						
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<p>TAX ID # - REFER TO IA904</p>																																																									

JPE LB2
12-18-2018

Countersigned _____ By _____
(Date) (Authorized Representative)

ORIGINAL

THE CINCINNATI INDEMNITY COMPANY

A STOCK INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: <u>CAP 522 50 33</u> Effective Date: <u>12-01-2018</u>						
Named Insured: IS THE SAME AS IT APPEARS ON THE COMMON POLICY DECLARATIONS						
LIMITS OF INSURANCE						
EACH OCCURRENCE LIMIT			\$ <u>1,000,000</u>			
GENERAL AGGREGATE LIMIT			\$ <u>2,000,000</u>			
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT			\$ <u>2,000,000</u>			
PERSONAL & ADVERTISING INJURY LIMIT			\$ <u>1,000,000</u>		ANY ONE PERSON OR ORGANIZATION	
DAMAGE TO PREMISES RENTED TO YOU LIMIT \$100,000 limit unless otherwise indicated herein:			\$ <u>REFER TO GA233</u>		ANY ONE PREMISES	
MEDICAL EXPENSE LIMIT \$5,000 limit unless otherwise indicated herein:			\$ <u>REFER TO GA233</u>		ANY ONE PERSON	
CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll C - Gross Sales D - Units E - Other	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
AUTOMATIC ADD. INSURED-CONTRACTORS OPERATIONS	29970			3.5%		
CONTRACTORS BROADENED COVERAGE	29975			3.5%		
SEXUAL MISCONDUCT LIABILITY	20235					
ADDITIONAL INSUREDS	29963					
ADDITIONAL INSUREDS	29963					
FLORIDA CONT.-REPAIR NOT BLDG.	91581	E				
CONTRACTORS PERMANENT YARDS INCL PROD AND/OR COMP OP	91590	B				
		TOTAL COST				
CONTINUED ON GA406						
The General Liability Coverage Part is subject to an annual minimum premium.					TOTAL ANNUAL PREMIUM	\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:						
GA406	01/92	GA101	12/04	GA4497	09/17	GA4250 11/05
GA472	09/17	CG0300	01/96	CG2010	04/13	CG2037 04/13
CG2237	04/13	CG2243	04/13	GA214	08/02	GA233 09/17
GA237	05/14	GA3024	05/14	GA369	09/17	GA382 03/02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT</p>	<p>ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most

we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	ANY LOCATION AT WHICH WORK OR OPERATIONS WERE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be

broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**CONSIDER APPROVAL/RATIFICATION
OF FORM OF PHASE 2
CONSTRUCTION CONTRACT WITH
QUALITY ENTERPRISES**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

RESOLUTION NO. 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE ISSUANCE OF \$3,508,296.00 IN AGGREGATE PRINCIPAL AMOUNT OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (SHORELINE RESTORATION PROJECT) (THE “BONDS”), TO PAY ALL OR A PORTION OF THE DESIGN AND CONSTRUCTION COSTS OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS RELATING TO THE EROSION OF CERTAIN LAKE BANKS WITHIN THE DISTRICT CAUSED BY HURRICANE IRMA AND INCIDENTAL COSTS RELATING THERETO (THE “SHORELINE RESTORATION PROJECT”), PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; APPOINTING HANCOCK WHITNEY BANK TO SERVE AS TRUSTEE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE RELATING TO THE BONDS IN SUBSTANTIALLY THE FORM ATTACHED HERETO; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PLACEMENT AGREEMENT; AUTHORIZING THE PRIVATE PLACEMENT OF THE BONDS TO HANCOCK WHITNEY BANK, PURSUANT TO THE CONDITIONS SET FORTH HEREIN AND IN THE BOND PLACEMENT AGREEMENT; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE DISTRICT (EXCEPT AS OTHERWISE PROVIDED HEREIN), COLLIER COUNTY, FLORIDA, OR OF THE STATE OF FLORIDA OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES WHICH INCLUDE THE SPECIAL ASSESSMENTS TO BE ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE PROJECT; DESIGNATING THE BONDS AS “QUALIFIED TAX-EXEMPT OBLIGATIONS” WITHIN THE MEANING OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR OTHER RELATED MATTERS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Quarry Community Development District (the “District”), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 2004-53 of the Board of County Commissioners of Collier County, Florida effective on January 30, 2004;

WHEREAS, the District desires to authorize the issuance of its \$3,508,296.00 in aggregate principal amount of Special Assessment Bonds, Series 2019 (Shoreline Restoration Project) (the “Bonds”), in order to pay all or a portion of the design and construction costs of the Shoreline Restoration Project;

WHEREAS, based on the commitment letter of Hancock Whitney Bank (the “Bank”) dated May 9, 2019 (the “Commitment”), the Bonds will be purchased by the Bank;

WHEREAS, the District desires to provide the terms and conditions to cause to be constructed the public infrastructure improvements comprising all or a portion of the Shoreline Restoration Project on certain District lands;

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically including, but not limited to, Sections 190.011(9), 190.011(14), 190.014, 190.016(1), 190.016(2), 190.016(5), 190.016(8), 190.016(11), 190.016(13), 190.022 and 190.023 of the Act, to issue the Bonds;

WHEREAS, the District does not intend to issue more than \$10,000,000 of tax-exempt debt in calendar year 2019 and therefore, the Board hereby designates the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds.

NOW, THEREFORE, BE IT RESOLVED by The Quarry Community Development District, as follows:

Section 1: Findings; Authorization of the Bonds. The District hereby finds that because of the complex nature of assessment bond financings and the volatile conditions prevailing in the market for special assessment bonds is necessary and in the best interest of the District that the Bonds, in the aggregate principal amount of \$3,508,296.00, be privately placed with the Bank. The District hereby further finds that it will not be adversely affected if the Bonds are not sold pursuant to competitive sale. The District hereby authorizes the issuance of the Bonds to (i) finance all or a portion of the costs of the Shoreline Restoration Project; and (ii) pay the costs of issuing the Bonds.

Section 2: Certain Details of the Bonds. The Bonds and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District (except as provided herein), Collier County, Florida (the “County”) or of the State of Florida (the “State”), or of any other political subdivision thereof, but shall be payable from and secured solely by the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on property within the District benefited by the Shoreline Restoration Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the County or the State, or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

Section 3: Designation of Attesting Members. Each Assistant Secretary of the Board of Supervisors (the “Board”) of the District (each individually a “Designated Member”) and the Secretary, or any other appointed Assistant Secretary, are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson of the Board as they appear on the Bonds, the Indenture, and

any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 4: Authorization of Execution and Delivery of a Trust Indenture Relating to the Bonds. The District does hereby authorize and approve the execution by the Chairperson or Vice Chairperson and any Designated Member and the delivery of that certain Trust Indenture (the “Indenture”) for the Bonds, by and between the District and the Trustee named in Section 6 of this Resolution. The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the form thereof attached hereto and marked Exhibit “A” and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or in his or her absence, the Vice Chairperson) executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of the Indenture attached hereto.

Section 5: Bond Placement Agreement. The District does hereby authorize and approve the execution and delivery of a Bond Placement Agreement for the Bonds by the Chairperson, Vice Chairperson of the Board or any Designated Member and the Bank, as the purchaser of the Bonds, substantially in the form presented to this meeting and attached hereto as Exhibit B. The Bond Placement Agreement is being executed by the District and the Bank.

Section 6: Appointment of Trustee. The District hereby appoints Hancock Whitney Bank to act as trustee under the Indenture (the “Trustee”). The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Indenture.

Section 7: Further Official Action; Ratification of Prior and Subsequent Acts. The Chairperson, the Vice Chairperson, the Secretary and each Designated Member and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Bonds and any agreements in connection with maintaining the exclusion of interest on the Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Designated Member is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, including, but not limited to, the approval and execution of the Commitment, shall be and are hereby ratified, confirmed and approved.

Section 8: Bank Qualified Bonds. The Bonds are hereby designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Section 9: Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 10: Effective Date. This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED in Public Session of the Board of Supervisors of The Quarry Community Development District, this 22nd day of May, 2019.

**THE QUARRY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: George Cingle
Title: Chairperson, Board of Supervisors

By: _____
Name: Kathleen Dailey
Title: Secretary, Board of Supervisors

EXHIBIT A
FORM OF TRUST INDENTURE

EXHIBIT B
FORM OF BOND PLACEMENT AGREEMENT

ACTIVE/43183995v6/081178.010700

BOND PLACEMENT AGREEMENT

THIS BOND PLACEMENT AGREEMENT (the “Agreement”) dated May 29, 2019 is by and between Hancock Whitney Bank, a banking corporation organized under the laws of the State of Mississippi and qualified to do business in the State of Florida (herein the “Bank”) and The Quarry Community Development District, a local unit of special-purpose government, organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) (together with its successors and assigns, the “District”).

W I T N E S S E T H:

WHEREAS, pursuant to the Act and Resolution No. 2019-07 (the “Bond Resolution”), adopted by the Board of Supervisors of the District, as the governing body of the District (the “Board”) on May 22, 2019, the Board authorized the issuance of its \$3,508,296.00 in aggregate principal amount of The Quarry Community Development District Special Assessment Bonds, Series 2019 (Shoreline Restoration Project) (the “Bonds”); and

WHEREAS, the Bonds will be issued under, and secured by, the provisions of the Indenture (as defined in the Bond Resolution); and

WHEREAS, any capitalized term used in this Agreement and not otherwise defined shall have the meaning ascribed to such term in the Indenture; and

WHEREAS, the Bank has submitted a proposal to the District, dated May 9, 2019 (the “Proposal”) to purchase the Bonds of the District pursuant to the terms of the Proposal, the Bond Resolution and Indenture; and

WHEREAS, the Bank has reviewed the Bond Resolution and the Indenture and hereby finds the terms acceptable and consistent with the Proposal; and

WHEREAS, on this date, the District has, pursuant to provisions of the Act, the Bond Resolution, the Indenture, the Proposal and this Agreement, agreed to issue and sell to the Bank and the Bank has, pursuant to the terms and provisions of this Agreement, the Proposal, the Bond Resolution and Indenture, agreed to purchase the Bonds in the principal amount of \$3,508,296.00; and

WHEREAS, the District and the Bank have heretofore negotiated the terms of the Bonds and Indenture and by execution of this Agreement each will have confirmed that such are acceptable; and

NOW THEREFORE, the District and the Bank hereby agree as follows:

1. **Purchase and Sale.** Upon the terms and conditions set forth herein and in the Bonds, the Bond Resolution, the Proposal and the Indenture (collectively the “Transaction Documents”) and upon the representations and warranties of the District set forth in the Transaction Documents and related closing certificates, the District agrees to sell the Bonds on a

negotiated basis to the Bank and the Bank agrees to purchase the Bonds with immediately available funds, the Bonds, subject to the provisions of the Bond Resolution, the Proposal and Indenture. Since the dated date of the Bonds is the date hereof, there will be no accrued interest as part of the purchase price. The principal amount of the Bonds Outstanding at any time shall be determined by the records of the Bank, the Trustee and the District. To the extent there is any conflict between the Proposal and the Indenture, the Indenture shall control.

2. **Private Placement Negotiated Sale.** The Bank hereby acknowledges that the purchase of the Bonds from the District will be on a negotiated private placement basis and that there has been no offering document prepared by the District in connection with such sale.

3. **Conditions for Purchase.** The Bank's agreement to purchase the Bonds on this date is subject to the satisfaction of the conditions set forth in the Indenture. The Bank's purchase of the Bonds will constitute full evidence that such conditions have been satisfied or waived.

4. **Representations of the District.**

(a) The District is authorized under the laws of the State of Florida to execute and deliver the Bonds, to enter into the Transaction Documents, to consummate the transactions contemplated thereby and to perform all of its obligations thereunder. The District is authorized by the Act to issue the Bonds for the purpose described in the Indenture and to enter into the Transaction Documents.

(b) The execution and delivery of the Transaction Documents by the District has been duly authorized by all necessary action of the Board and the District has obtained such other approvals and consents as are necessary to consummate the transactions contemplated thereby. The District further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of the Transaction Documents against the District, in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights or by general principles of equity.

(c) The District will promptly and duly execute and cause to be filed with the appropriate parties and deliver to the Bank such further documents, instruments and assurances and take such further action at the expense of the District, as the Bank may from time to time reasonably request in order to carry out the intended purpose of the Indenture, the Proposal and this Agreement and to secure the interest of the Bank in the Pledged Revenues.

(d) The purchase of the Bonds is based solely upon the accuracy of the District's representations and financial statements, and all additional information, representations, exhibits and other matters made available by the District to the Bank for its consideration.

(e) Subject to Section 5 hereof, the District represents and warrants that the negotiated sale requirements of Section 218.385, Florida Statutes, have been or will be fully satisfied on or before the issuance of the Bonds.

5. **Section 218.385, Florida Statutes.** On or before the purchase of the Bonds, the Bank has provided the District with the disclosure and truth-in-bonding statements required by and in accordance with, Section 218.385, Florida Statutes, as amended and supplemented. The above-referenced statements are attached to this Agreement as Schedule A.

6. **Fees and Expenses.** As between the District and the Bank, the Bank shall not be liable for any expenses incurred by the District in connection with the issuance and private placement of the Bonds. The Bank represents to the District that it has not employed or used the services of any attorney or other professional in connection with the Bank's negotiations with the District and its purchase of the Bonds other than the law firm of Blalock Walters, P.A., acting as counsel to the Bank, both in its capacity as the purchaser of the Bonds and as Trustee. The District agrees to pay the fees of the Bank's Counsel in the amount of \$11,500, the Commitment Fee as set forth in the Indenture in the amount of \$35,083.57 and the fees and expenses of Bond Counsel, District Counsel, the District's financial advisor and District Manager and such fees may be paid from the Costs of Issuance Account.

7. **Effectiveness.** This Agreement shall become effective upon the execution by the appropriate officials of the District and the Bank and the Placement Agent.

8. **Headings.** The headings set forth in this Agreement are inserted for convenience of reference only and shall not define or limit any of the terms or provisions hereof and shall not be deemed to be a part hereof.

9. **Amendment.** No modification, alteration or amendment to this Agreement shall be binding upon any party until such modification, alternation or amendment is reduced to writing and executed by all parties hereto.

10. **Governing Law.** The laws of the State of Florida shall govern this Agreement.

11. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatories upon the same instrument.

12. **Severability; Survival.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the District hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

IN WITNESS WHEREOF, the District and the Bank have caused this Agreement to be executed by its respective duly authorized officers all as of the date hereof.

HANCOCK WHITNEY BANK, a
Mississippi banking corporation organized
to transact business in the State of Florida

By: _____
Name: Andres Rincon
Title: Senior Vice President

(SEAL)

ATTEST:

**THE QUARRY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: Kathleen Dailey
Title: Secretary

By: _____
Name: George Cingle
Title: Chairperson

RESOLUTION 2019-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF QUARRY COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of Quarry Community Development District (“**District**”) prior to June 15, 2019, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2019

HOUR: _____ a.m./p.m.

LOCATION: The Quarry Beach Club
8975 Kayak Drive Naples
Florida 34120

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 22nd DAY OF May, 2019.

ATTEST:

**QUARRY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Quarry
Community Development District

**Proposed Budget For
Fiscal Year 2019/2020
October 1, 2019 - September 30, 2020**

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PROPOSED BUDGET
QUARRY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	FISCAL YEAR 2019/2020 BUDGET
REVENUES	
O & M ASSESSMENTS	417,335
BOND DEBT ASSESSMENTS	1,239,460
2018 LOAN DEBT ASSESSMENTS	322,804
2019 LOAN DEBT ASSESSMENTS	493,118
INTEREST INCOME	0
TOTAL REVENUES	\$ 2,472,717
EXPENDITURES	
SUPERVISOR FEES	12,000
PAYROLL TAXES (EMPLOYER)	960
ENGINEERING	45,000
LAKE MAINTENANCE	140,000
MANAGEMENT	70,000
LEGAL	30,000
ASSESSMENT ROLL	5,000
AUDIT FEES	5,500
ARBITRAGE REBATE FEE	600
INSURANCE	7,500
LEGAL ADVERTISING	1,400
BANK SERVICE CHARGES	500
MISCELLANEOUS	2,000
POSTAGE	900
OFFICE SUPPLIES	1,000
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	12,000
WEBSITE MANAGEMENT	1,500
RESERVES	50,000
TOTAL EXPENDITURES	\$ 386,035
REVENUES LESS EXPENDITURES	\$ 2,086,682
BOND PAYMENTS	(1,146,501)
2018 LOAN PAYMENTS	(298,594)
2019 LOAN PAYMENTS	(456,134)
BALANCE	\$ 185,453
COUNTY APPRAISER & TAX COLLECTOR FEE	(87,163)
DISCOUNTS FOR EARLY PAYMENTS	(98,290)
EXCESS/ (SHORTFALL)	\$ -
CARRYOVER FROM PRIOR YEAR	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
QUARRY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	FISCAL YEAR 2017/2018 ACTUAL	FISCAL YEAR 2018/2019 BUDGET	FISCAL YEAR 2019/2020 BUDGET	COMMENTS
REVENUES				
O & M ASSESSMENTS	105,559	149,801	417,335	Expenditures/.925
BOND DEBT ASSESSMENTS	1,241,806	1,239,460	1,239,460	Payment To Trustee /.925
2018 LOAN DEBT ASSESSMENTS	0	323,010	322,804	Payment To Trustee /.925
2019 LOAN DEBT ASSESSMENTS	0	0	493,118	Payment To Trustee /.925
INTEREST INCOME	0	0	0	No Change From 2019/2020 Budget
TOTAL REVENUES	\$ 1,347,365	\$ 1,712,271	\$ 2,472,717	
EXPENDITURES				
SUPERVISOR FEES	0	0	12,000	Supervisor Fees
PAYROLL TAXES (EMPLOYER)	0	0	960	Projected At 8% Of Supervisor Fees
ENGINEERING	26,623	25,000	45,000	\$20,000 Increase From 2018/2019 Budget
LAKE MAINTENANCE	0	0	140,000	Lake Maintenance
MANAGEMENT	37,848	38,640	70,000	\$31,360 Increase From 2018/2019 Budget
LEGAL	15,938	14,000	30,000	Fiscal Year 18/19 Expenditures Through February 2019 = \$9,811
ASSESSMENT ROLL	5,000	5,000	5,000	No Change From 2018/2019 Budget
AUDIT FEES	4,100	4,300	5,500	Increased Due to 2018 And 2019 Loans
ARBITRAGE REBATE FEE	500	600	600	No Change From 2018/2019 Budget
INSURANCE	6,829	7,512	7,500	Insurance Estimate
LEGAL ADVERTISING	9,163	1,400	1,400	No Change From 2018/2019 Budget
BANK SERVICE CHARGES	365	500	500	Bank Fees Charged By Hancock Bank
MISCELLANEOUS	2,392	1,500	2,000	\$500 Increase From 2018/2019 Budget
POSTAGE	2,513	650	900	\$250 Increase From 2018/2019 Budget
OFFICE SUPPLIES	4,072	700	1,000	\$300 Increase From 2018/2019 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2018/2019 Budget
TRUSTEE FEES	5,025	9,000	12,000	Trustee Fees For Bond & Loans
WEBSITE MANAGEMENT	1,500	1,500	1,500	No Change From 2018/2019 Budget
RESERVES	0	28,089	50,000	Contribution to Reserves
TOTAL EXPENDITURES	\$ 122,043	\$ 138,566	\$ 386,035	
REVENUES LESS EXPENDITURES	\$ 1,225,322	\$ 1,573,705	\$ 2,086,682	
BOND PAYMENTS	(1,163,210)	(1,146,501)	(1,146,501)	2020 P & I Payments
2018 LOAN PAYMENTS	0	(298,784)	(298,594)	2020 P & I Payments
2019 LOAN PAYMENTS	0	-	(456,134)	2020 P & I Payments
BALANCE	\$ 62,112	\$ 128,420	\$ 185,453	
COUNTY APPRAISER & TAX COLLECTOR FEE	(16,496)	(60,357)	(87,163)	3.5 Percent Of Total On Roll Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(49,281)	(68,063)	(98,290)	4 Percent Of Total On Roll Assessment Roll
EXCESS/ (SHORTFALL)	\$ (3,665)	\$ -	\$ -	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ (3,665)	\$ -	\$ -	

DETAILED PROPOSED 2015 BOND DEBT SERVICE FUND BUDGET
QUARRY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	FISCAL YEAR 2017/2018 ACTUAL	FISCAL YEAR 2018/2019 BUDGET	FISCAL YEAR 2019/2020 BUDGET	COMMENTS
REVENUES				
Interest Income	2,309	100	100	Projected Interest For 2019/2020
NAV Assessment Collection	1,163,210	1,146,501	1,146,501	Maximum Debt Service Collection
Prepaid Bond Collection	36,897	0	0	Prepaid Bond Collection
Total Revenues	\$ 1,202,416	\$ 1,146,601	\$ 1,146,601	
EXPENDITURES				
Principal Payments	545,000	565,000	590,000	Principal Payment Due In 2020
Interest Payments	610,246	575,438	551,449	Interest Payments Due In 2020
A-1 Bond Redemption	90,000	6,163	5,152	Estimated Excess Debt Collections
Total Expenditures	\$ 1,245,246	\$ 1,146,601	\$ 1,146,601	
Excess/ (Shortfall)	\$ (42,830)	\$ -	\$ -	

Series 2015 Bond Refunding Information

Original Par Amount =	\$16,280,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.98%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2015		
Maturity Date =	May 2036		
Par Amount As Of 1/1/19 =	\$14,490,000		

DETAILED PROPOSED 2018 LOAN DEBT SERVICE FUND BUDGET
QUARRY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	FISCAL YEAR 2017/2018 ACTUAL	FISCAL YEAR 2018/2019 BUDGET	FISCAL YEAR 2019/2020 BUDGET	COMMENTS
REVENUES				
Interest Income	0	0	0	Projected Interest For 2019/2020
NAV Assessment Collection	0	298,784	298,784	Maximum Debt Service Collection
Total Revenues	\$ -	\$ 298,784	\$ 298,784	
EXPENDITURES				
Principal Payments	0	139,694	195,184	Principal Payment Due In 2020
Interest Payments	0	158,553	102,062	Interest Payments Due In 2020
2018 Loan Redemption	0	537	1,538	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ 298,784	\$ 298,784	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2018 Loan Information

Original Par Amount =	\$3,485,000	Annual Principal Payments Due =	November 1st
Interest Rate =	3.05%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	November 2033		
Par Amount As Of 1/1/19 =	\$3,485,000		

DETAILED PROPOSED 2019 LOAN DEBT SERVICE FUND BUDGET
QUARRY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	FISCAL YEAR 2017/2018 ACTUAL	FISCAL YEAR 2018/2019 BUDGET	FISCAL YEAR 2019/2020 BUDGET	COMMENTS
REVENUES				
Interest Income	0	0	0	Projected Interest For 2019/2020
NAV Assessment Collection	0	0	456,134	Maximum Debt Service Collection
Total Revenues	\$ -	\$ -	\$ 456,134	
EXPENDITURES				
Principal Payments	0	0	292,227	Principal Payment Due In 2020
Interest Payments	0	0	163,907	Interest Payments Due In 2020
2018 Loan Redemption	0	0	0	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 456,134	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Draft Budgeted Projected 2019 Loan Amount: \$3,508,296

**Note: This is an estimated maximum loan amount
and is subject to approval by the Board of Supervisors.**

Series 2019 Loan Information

Original Par Amount =	\$3,508,296	Annual Principal Payments Due =	November 1st
Interest Rate =	4.875%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2019		
Maturity Date =	May 2029		

QUARRY COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON

Lot Type	# of Units	Fiscal Year 2018/2019 O&M Assessment	Fiscal Year 2018/2019 Bond Debt Assessment	Fiscal Year 2018/2019 Loan Debt Assessment	Fiscal Year 2018/2019 Total Assessment	Fiscal Year 2018/2019 Total O & M	Fiscal Year 2018/2019 Total Bond Debt	Fiscal Year 2018/2019 Total Loan Debt	Fiscal Year 2018/2019 Total Assessments	Fiscal Year 2019/2020 O&M Assessment	Fiscal Year 2019/2020 Bond Debt Assessment	Fiscal Year 2019/2020 Loan Debt Assessment	Fiscal Year 2019/2020 Total Assessment	Fiscal Year 2019/2020 Total O & M	Fiscal Year 2019/2020 Total Bond Debt	Fiscal Year 2019/2020 Total Loan Debt	Fiscal Year 2019/2020 Total 2018 Loan Debt	Fiscal Year 2019/2020 Total 2019 Loan Debt	Fiscal Year 2019/2020 Total Assessments
Coach Homes																			
26	166.45	\$1,502.21	\$205.00	\$1,873.66	\$4,327.70	\$39,057.46	\$5,330.00	\$48,715.16	\$463.71	\$1,502.21	\$205.00	\$312.11	\$2,483.03	\$12,056.46	\$39,057.46	\$5,330.00	\$8,114.86	\$64,558.78	
19	166.45	\$1,550.66	\$205.00	\$1,922.11	\$3,162.55	\$29,462.54	\$3,895.00	\$36,520.09	\$463.71	\$1,550.66	\$205.00	\$312.11	\$2,531.48	\$8,810.49	\$29,462.54	\$3,895.00	\$5,930.09	\$48,098.12	
3	166.45	\$1,792.95	\$205.00	\$2,164.40	\$499.35	\$5,378.85	\$615.00	\$6,493.20	\$463.71	\$1,792.95	\$205.00	\$312.11	\$2,773.77	\$1,391.13	\$5,378.85	\$615.00	\$936.33	\$8,321.31	
37	166.45	\$2,035.24	\$205.00	\$2,406.69	\$6,158.65	\$75,303.88	\$7,585.00	\$89,047.53	\$463.71	\$2,035.24	\$205.00	\$312.11	\$3,016.06	\$17,157.27	\$75,303.88	\$7,585.00	\$11,548.07	\$111,594.22	
1	166.45	\$2,083.70	\$205.00	\$2,455.15	\$166.45	\$2,083.70	\$205.00	\$2,455.15	\$463.71	\$2,083.70	\$205.00	\$312.11	\$3,064.52	\$463.71	\$2,083.70	\$205.00	\$312.11	\$3,064.52	
30	166.45	\$2,277.53	\$205.00	\$2,648.98	\$4,993.50	\$68,325.90	\$6,150.00	\$79,469.40	\$463.71	\$2,277.53	\$205.00	\$312.11	\$3,258.35	\$13,911.30	\$68,325.90	\$6,150.00	\$9,363.30	\$97,750.50	
96	166.45	\$620.26	\$205.00	\$991.71	\$15,979.20	\$59,544.96	\$19,680.00	\$95,204.16	\$463.71	\$620.26	\$205.00	\$312.11	\$1,601.08	\$44,516.16	\$59,544.96	\$19,680.00	\$29,962.56	\$153,703.68	
Lux Coach Homes																			
26	166.45	\$1,696.03	\$243.00	\$2,105.48	\$4,327.70	\$44,096.78	\$6,318.00	\$54,742.48	\$463.71	\$1,696.03	\$243.00	\$369.89	\$2,727.63	\$12,056.46	\$44,096.78	\$6,318.00	\$9,617.14	\$72,088.38	
20	166.45	\$1,841.41	\$243.00	\$2,250.86	\$3,329.00	\$36,828.20	\$4,860.00	\$45,017.20	\$463.71	\$1,841.41	\$243.00	\$369.89	\$2,918.01	\$9,274.20	\$36,828.20	\$4,860.00	\$7,397.80	\$58,360.20	
18	166.45	\$2,325.99	\$243.00	\$2,735.44	\$2,996.10	\$41,867.82	\$4,374.00	\$49,237.92	\$463.71	\$2,325.99	\$243.00	\$369.89	\$3,402.59	\$8,346.78	\$41,867.82	\$4,374.00	\$6,658.02	\$61,246.62	
Single Family Homes (55)																			
43	166.45	\$1,502.21	\$273.00	\$1,941.66	\$7,157.35	\$64,595.03	\$11,739.00	\$83,491.38	\$463.71	\$1,502.21	\$273.00	\$416.16	\$2,655.08	\$19,939.53	\$64,595.03	\$11,739.00	\$17,894.88	\$114,168.44	
13	166.45	\$1,550.66	\$273.00	\$1,990.11	\$2,163.85	\$20,158.54	\$3,549.00	\$25,871.43	\$463.71	\$1,550.66	\$273.00	\$416.16	\$2,703.53	\$6,028.23	\$20,158.54	\$3,549.00	\$5,410.08	\$35,145.89	
3	166.45	\$1,792.95	\$273.00	\$2,232.40	\$499.35	\$5,378.85	\$819.00	\$6,697.20	\$463.71	\$1,792.95	\$273.00	\$416.16	\$2,945.82	\$1,391.13	\$5,378.85	\$819.00	\$1,248.48	\$8,837.46	
4	166.45	\$2,035.24	\$273.00	\$2,474.69	\$665.80	\$8,140.96	\$1,092.00	\$9,898.76	\$463.71	\$2,035.24	\$273.00	\$416.16	\$3,188.11	\$1,854.54	\$8,140.96	\$1,092.00	\$1,664.64	\$12,752.44	
74	166.45	\$765.64	\$273.00	\$1,205.09	\$12,317.30	\$56,657.36	\$20,202.00	\$89,176.66	\$463.71	\$765.64	\$273.00	\$416.16	\$1,918.51	\$34,314.54	\$56,657.36	\$20,202.00	\$30,795.84	\$141,969.74	
Single Family Homes (67)																			
9	166.45	\$1,696.03	\$341.00	\$2,203.48	\$1,498.05	\$15,264.27	\$3,069.00	\$19,831.32	\$463.71	\$1,696.03	\$341.00	\$520.19	\$3,020.93	\$4,173.39	\$15,264.27	\$3,069.00	\$4,681.71	\$27,188.37	
10	166.45	\$1,986.79	\$341.00	\$2,494.24	\$1,664.50	\$19,867.90	\$3,410.00	\$24,942.40	\$463.71	\$1,986.79	\$341.00	\$520.19	\$3,311.69	\$4,637.10	\$19,867.90	\$3,410.00	\$5,201.90	\$33,116.90	
1	166.45	\$2,083.70	\$341.00	\$2,591.15	\$166.45	\$2,083.70	\$341.00	\$2,591.15	\$463.71	\$2,083.70	\$341.00	\$520.19	\$3,408.60	\$463.71	\$2,083.70	\$341.00	\$520.19	\$3,408.60	
20	166.45	\$2,229.08	\$341.00	\$2,736.53	\$3,329.00	\$44,581.60	\$6,820.00	\$54,730.60	\$463.71	\$2,229.08	\$341.00	\$520.19	\$3,553.98	\$9,274.20	\$44,581.60	\$6,820.00	\$10,403.80	\$71,079.60	
2	166.45	\$2,325.99	\$341.00	\$2,833.44	\$332.90	\$4,651.98	\$682.00	\$5,666.88	\$463.71	\$2,325.99	\$341.00	\$520.19	\$3,650.89	\$927.42	\$4,651.98	\$682.00	\$1,040.38	\$7,301.78	
12	166.45	\$2,471.37	\$341.00	\$2,978.82	\$1,997.40	\$29,656.44	\$4,092.00	\$35,745.84	\$463.71	\$2,471.37	\$341.00	\$520.19	\$3,796.27	\$5,564.52	\$29,656.44	\$4,092.00	\$6,242.28	\$45,552.24	
111	166.45	\$843.17	\$341.00	\$1,350.62	\$18,475.95	\$93,591.87	\$37,851.00	\$149,918.82	\$463.71	\$843.17	\$341.00	\$520.19	\$2,168.07	\$51,471.81	\$93,591.87	\$37,851.00	\$57,741.09	\$240,655.77	
Single Family Homes (75)																			
22	166.45	\$1,792.95	\$455.00	\$2,414.40	\$3,661.90	\$39,444.90	\$10,010.00	\$53,116.80	\$463.71	\$1,792.95	\$455.00	\$693.58	\$3,405.24	\$10,201.62	\$39,444.90	\$10,010.00	\$15,258.76	\$74,915.28	
12	166.45	\$2,083.70	\$455.00	\$2,705.15	\$1,997.40	\$25,004.40	\$5,460.00	\$32,461.80	\$463.71	\$2,083.70	\$455.00	\$693.58	\$3,695.99	\$5,564.52	\$25,004.40	\$5,460.00	\$8,322.96	\$44,351.88	
1	166.45	\$2,180.61	\$455.00	\$2,802.06	\$166.45	\$2,180.61	\$455.00	\$2,802.06	\$463.71	\$2,180.61	\$455.00	\$693.58	\$3,792.90	\$463.71	\$2,180.61	\$455.00	\$693.58	\$3,792.90	
39	166.45	\$2,325.99	\$455.00	\$2,947.44	\$6,491.55	\$90,713.61	\$17,745.00	\$114,950.16	\$463.71	\$2,325.99	\$455.00	\$693.58	\$3,938.28	\$18,084.69	\$90,713.61	\$17,745.00	\$27,049.62	\$153,592.92	
8	166.45	\$2,229.08	\$455.00	\$2,850.53	\$1,331.60	\$17,832.64	\$3,640.00	\$22,804.24	\$463.71	\$2,229.08	\$455.00	\$693.58	\$3,841.37	\$3,709.68	\$17,832.64	\$3,640.00	\$5,548.64	\$30,730.96	
2	166.45	\$2,422.91	\$455.00	\$3,044.36	\$332.90	\$4,845.82	\$910.00	\$6,088.72	\$463.71	\$2,422.91	\$455.00	\$693.58	\$4,035.20	\$927.42	\$4,845.82	\$910.00	\$1,387.16	\$8,070.40	
1	166.45	\$3,876.65	\$455.00	\$4,498.10	\$166.45	\$3,876.65	\$455.00	\$4,498.10	\$463.71	\$3,876.65	\$455.00	\$693.58	\$5,488.94	\$463.71	\$3,876.65	\$455.00	\$693.58	\$5,488.94	
186	166.45	\$998.23	\$455.00	\$1,611.68	\$30,959.70	\$185,670.78	\$84,630.00	\$301,260.48	\$463.71	\$998.23	\$455.00	\$693.58	\$2,610.52	\$86,250.06	\$185,670.78	\$84,630.00	\$129,005.88	\$485,556.72	
Single Family Homes (90)																			
10	166.45	\$2,665.20	\$680.00	\$3,511.65	\$1,664.50	\$26,652.00	\$6,800.00	\$35,116.50	\$463.71	\$2,665.20	\$680.00	\$1,040.37	\$4,849.28	\$4,637.10	\$26,652.00	\$6,800.00	\$10,403.70	\$48,492.80	
8	166.45	\$3,876.65	\$680.00	\$4,723.10	\$1,331.60	\$31,013.20	\$5,440.00	\$37,784.80	\$463.71	\$3,876.65	\$680.00	\$1,040.37	\$6,060.73	\$3,709.68	\$31,013.20	\$5,440.00	\$8,322.96	\$48,485.84	
1	166.45	\$4,118.94	\$680.00	\$4,965.39	\$166.45	\$4,118.94	\$680.00	\$4,965.39	\$463.71	\$4,118.94	\$680.00	\$1,040.37	\$6,303.02	\$463.71	\$4,118.94	\$680.00	\$1,040.37	\$6,303.02	
32	166.45	\$1,918.94	\$680.00	\$2,765.39	\$5,326.40	\$61,406.08	\$21,760.00	\$88,492.48	\$463.71	\$1,918.94	\$680.00	\$1,040.37	\$4,103.02	\$14,838.72	\$61,406.08	\$21,760.00	\$33,291.84	\$131,296.64	
2018 & 2019 Loans Only																			
Club House		\$0.00	\$0.00	\$6,344.00	\$6,344.00	\$0.00	\$0.00	\$6,344.00	\$6,344.00	\$0.00	\$0.00	\$6,344.00	\$9,710.03	\$16,054.03	\$0.00	\$0.00	\$6,344.00	\$9,710.03	\$16,054.03
Beach Club		\$0.00	\$0.00	\$6,344.00	\$6,344.00	\$0.00	\$0.00	\$6,344.00	\$6,344.00	\$0.00	\$0.00	\$6,344.00	\$9,710.03	\$16,054.03	\$0.00	\$0.00	\$6,344.00	\$9,710.03	\$16,054.03
900					\$149,805.00	\$1,259,338.26	\$323,351.00	\$1,732,494.26					\$417,339.00	\$1,259,338.26	\$323,351.00	\$493,124.66	\$2,493,152.92		
Less Bond (12) /2018 Loan (2) PrePAYERS*					\$19,877.51	\$546.00	\$20,423.51						\$19,877.51	\$546.00	\$20,423.51				
					\$1,239,460.75	\$322,805.00	\$1,712,070.75						\$1,239,460.75	\$322,805.00	\$1,712,070.75			\$2,472,729.41	

* - 12 Bond PrePAYERS

Six 75' Single Families

Three 90' Single Families

One 55' Single Family

One 67' Single Family

One Coach Home

* - 2 Loan PrePAYERS

1 67' Single Family

1 Ironstone Coach

Draft Budgeted Projected 2019 Loan Amount: \$3,508,296
Note: This is an estimated maximum loan amount and is subject to approval by the Board of Supervisors.

Quarry Community Development District
Budget vs. Actual
October 2018 through April 2019

	Oct '18 - Apr 19	18-19 Budget	Year To Date Budget	\$ Over Budget	% of Budget	Oct 18-April 19	Budget
			Oct 18 - April 19	Annual Budget	Annual Budget	% Of Total	% Of Total
Income							
01-3100 · O & M Assessments	149,847.63	149,801.00	145,800.00	46.63	100.03%		
01-3810 · Debt Assessments (2015 Bond)	1,232,464.65	1,239,460.00	1,213,000.00	-6,995.35	99.44%		
01-3811 · Debt Assessments (2018 Loan)	320,883.50	323,010.00	316,550.00	-2,126.50	99.34%		
01-3820 · Debt Assess-Paid To Trustee-15	-1,162,968.95	-1,146,501.00	-1,130,200.00	-16,467.95	101.44%		
01-3821 · Debt Assess-Paid To Trustee-18	-302,789.95	-298,784.00	-292,600.00	-4,005.95	101.34%		
01-3830 · Assessment Fees	-32,784.69	-60,357.00	-35,400.00	27,572.31	54.32%		
01-3831 · Assessment Discounts	-63,206.87	-68,063.00	-64,000.00	4,856.13	92.87%		
Total Income	141,445.32	138,566.00	153,150.00	2,879.32	102.08%		
Gross Profit	141,445.32	138,566.00	153,150.00	2,879.32	102.08%		
Expense							
01-1310 · Engineering/Maintenance	25,087.02	25,000.00	14,581.00	87.02	100.35%	27.81%	18.04%
01-1311 · Management Fees	22,540.00	38,640.00	22,540.00	-16,100.00	58.33%	24.98%	27.89%
01-1314 · Consulting Fee	6,091.00	0.00	0.00	6,091.00	100.0%	6.75%	0.00%
01-1315 · Legal Fees	9,811.04	14,000.00	8,162.00	-4,188.96	70.08%	10.87%	10.10%
01-1317 · Legal Extraordinary	6,534.50	0.00	0.00	6,534.50	100.0%	7.24%	0.00%
01-1318 · Assessment/Tax Roll	0.00	5,000.00	0.00	-5,000.00	0.0%	0.00%	3.61%
01-1320 · Audit Fees	0.00	4,300.00	0.00	-4,300.00	0.0%	0.00%	3.10%
01-1330 · Arbitrage Rebate Fee	500.00	600.00	0.00	-100.00	83.33%	0.55%	0.43%
01-1450 · Insurance	5,500.00	7,512.00	7,512.00	-2,012.00	73.22%	6.10%	5.42%
01-1480 · Legal Advertisements	5,215.52	1,400.00	812.00	3,815.52	372.54%	5.78%	1.01%
01-1511 · Bank Service Charges	123.14	500.00	287.00	-376.86	24.63%	0.14%	0.36%
01-1512 · Miscellaneous	1,201.53	1,500.00	875.00	-298.47	80.1%	1.33%	1.08%
01-1513 · Postage and Delivery	608.76	650.00	378.00	-41.24	93.66%	0.67%	0.47%
01-1514 · Office Supplies	936.30	700.00	406.00	236.30	133.76%	1.04%	0.51%
01-1540 · Dues, License & Subscriptions	175.00	175.00	175.00	0.00	100.0%	0.19%	0.13%
01-1550 · Trustee Fees (GF)	5,025.63	9,000.00	5,050.00	-3,974.37	55.84%	5.57%	6.50%
01-1750 · Website Management	875.00	1,500.00	875.00	-625.00	58.33%	0.97%	1.08%
01-1850 · Reserves	0.00	28,089.00	16,380.00	-28,089.00	0.0%	0.00%	20.27%
Total Expense	90,224.44	138,566.00	78,033.00	-48,341.56	65.11%	100.0%	100.0%
Net Income	51,220.88	0.00	75,117.00	51,220.88	100.0%		

Bank Balance As Of 4/30/19	144,118.30
Accounts Payable As Of 4/30/19	74,439.69
Accounts Receivable As Of 4/30/19	0.00
Available Funds As Of 4/30/19	69,678.61