

University Park Recreation District

12051 Corporate Boulevard, Orlando, FL 32817 Phone: 407-723-5900

<http://universityparkrd.com/>

The Continued meeting of the **Board of Supervisors of University Park Recreation District** will be held on **Wednesday, September 15, 2021 at 12:00 p.m.** at the **Varsity Club** located 7671 The Park Blvd, University Park, FL 34201 and or virtually.

PLEASE NOTE: Anyone seeking to physically attend the University Park Recreation District Board of Supervisors meeting **MUST** wear a mask and socially distance. In light of social distancing requirements, there will be limited space for members of the public to physically attend the meeting. Once the meeting space has reached capacity with social distancing parameters in place, attendance will be available **ONLY** through virtual means. To attend the meeting virtually, please call:

Meeting ID: 833 0875 1505

Passcode: 442595

Join meeting via Zoom:

<https://us02web.zoom.us/j/83308751505?pwd=Qm9zeVJCdDVPK1JvVUcvakcwK3BkUT09>

NOTE: If you are calling into the meeting by phone or Zoom, please MUTE your line!

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

Administrative Matters

1. Presentation of Dining Renovation Project by Club Design Group
 - a. Consideration of Resolution 2021-24, Dining Renovation Project (under septate cover)
2. Consideration of Resolution 2021-25, Electing Officers
3. Consideration of the Minutes of the August 13, 2021 Board of Supervisors Meeting
4. Consideration of the Minutes of the August 31, 2021 Board of Supervisors Workshop Meeting
5. Consideration of the Minutes of the September 10, 2021 Board of Supervisors Meeting



Staff Report Matters

- 6. District Counsel
- 7. District Manager
- 8. Club Management
 - a. Management Discussion & Analysis Report

Business Matters

- 9. Update of the Zoom Meeting Incident
- 10. Update of the Country Club Management Agreement
 - a. Consideration of Resolution 2021-22, Country Club Management Agreement
- 11. Review & Consideration of Pickleball RFP Responses
 - a. Consideration of Resolution 2021-23, Pickleball Project
- 12. Monthly Board of Supervisors Reports
 - Jim Case- Topic is UPCA coordination with the Recreation District and Statutory / Charter Amendments.
 - Sally Dickson- Topic is Future Master Planning Priorities.
 - Bill DiPaolo- Topics are Finance and Oversight of Restaurant Renovation.
 - Steve Ludmerer- Topic is Long Term Financial Planning Options.
 - Karen Pagano- Topic is Communications.

District Financial Matters

- 13. Ratification of Payment Authorization # 55 & #56

Date	Meeting Type	Time	Location	Note
September 28, 2021	Workshop Meeting	10:00 AM	University Park Country Club	The Varsity Club
October 8, 2021	BOS Meeting	1:00 PM	University Park Country Club	The Varsity Club

- 14. Supervisor Requests

Adjournment



University Park Recreation District

Presentation of Dining Renovation Project
by Club Design Group (*under separate cover*)

University Park Recreation District

Consideration of Resolution 2021-25, Electing
Officers

RESOLUTION 2021-25

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the University Park Recreation District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 418, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

WHEREAS, pursuant to Chapter 418, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing a Secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT:

1. **DISTRICT OFFICERS.** The District officers are as follows:

- _____ is appointed Chairperson.
- _____ is appointed Vice-Chairperson.
- _____ is appointed as 2nd Vice Chairperson
- _____ is appointed Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Treasurer.
- _____ is appointed Assistant Treasurer.

2. **CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED this _____ day of _____, 2021.

Attest:

**UNIVERSITY PARK RECREATION
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

University Park Recreation District

Consideration of the Minutes of the August 13,
2021 Board of Supervisors Meeting

MINUTES OF MEETING

**UNIVERSITY PARK RECREATION DISTRICT
BOARD OF SUPERVISORS WORKSHOP MEETING**

Friday, August 13, 2021 at 1:00 p.m.

University Park Varsity Room

7671 The Park Blvd, University Park, FL 32401

Board Members present at roll call or via zoom:

James Case	Chairperson	
Steve Ludmerer	Vice Chairperson	(via zoom)
Sally Dickson	Assistant Secretary	
Karen Pagano	2nd Vice Chairperson	

Also, Present in person or via zoom:

Vivian Carvalho	District Manager - PFM Group Consulting LLC
Venessa Ripoll (via zoom)	Assistant District Manager-PFM Group Consulting LLC
Mark Barnebey (via zoom)	District Counsel- Blalock Walters Law Firm
Laurie Evans	Former General Manager- Country Club
John Fetsick	General Manager- Country Club
Curtis Nickerson (via zoom)	Director of Properties & Facilities- Country Club
Rico Alcalá	Club Operations Director- Country Club
Various Members of the General Public	(present and via zoom)

FIRST ORDER OF BUSINESS

Organization Matters

Call to Order and Roll Call

The meeting was called to order at 1:00 p.m. by Mr. Case. Ms. Carvalho confirmed quorum at roll call to proceed with the meeting. Those in attendance are outlined above.

Public Comments

Mr. Case proceeded with Pledge of The Allegiance.

There were no public comments at this time.

SECOND ORDER OF BUSINESS

Administrative Matters

**Consideration of the Minutes of
the June 9, 2021 Special Board of
Supervisors' Workshop Meeting**

The Board reviewed the Minutes of the June 9, 2021 Special Board of Supervisors' Meeting. Ms. Pagano provided minor changes to the minutes.

ON MOTION by Ms. Dickson, seconded by Ms. Pagano, with all in favor, the Board approved the Minutes of the June 9, 2021 Special Board of Supervisors' Workshop Meeting, as amended.

**Consideration of the Minutes of
the June 11, 2021 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the June 11, 2021 Board of Supervisors' Meeting.

ON MOTION by Ms. Dickson, seconded by Ms. Pagano, with all in favor, the Board approved the Minutes of the June 11, 2021 Board of Supervisors' Meeting.

**Consideration of the Minutes of
the June 29, 2021 Continued
Board of Supervisors' Meeting**

The Board reviewed the Minutes of the June 29, 2021 Continued Board of Supervisors' Meeting.

ON MOTION by Ms. Dickson, seconded by Ms. Pagano, with all in favor, the Board approved the Minutes of the June 29, 2021 Continued Board of Supervisors' Meeting.

**Consideration of the Minutes of
the June 29, 2021 Board of
Supervisors' Workshop Meeting**

The Board reviewed the Minutes of the June 29, 2021 Board of Supervisors' Workshop Meeting.

ON MOTION by Ms. Pagano, seconded by Ms. Dickson, with all in favor, the Board approved the Minutes of the June 29, 2021 Board of Supervisors' Workshop Meeting.

**Consideration of the Minutes of
the July 9, 2021 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the July 9, 2021 Board of Supervisors' Meeting. Mr. Ludmerer asked if the amendments and suggestions he made to the minutes were incorporated. Ms. Ripoll noted she incorporated his comments.

ON MOTION by Ms. Pagano, seconded by Ms. Dickson, with all in favor, the Board approved the Minutes of the July 9, 2021 Board of Supervisors' Meeting.

**Consideration of the Minutes of
the July 20, 2021 Continued
Board of Supervisors Meeting**

The Board reviewed the Minutes of the July 20, 2021 Continued Board of Supervisors' Meeting.

ON MOTION by Ms. Dickson, seconded by Ms. Pagano, with all in favor, the Board approved the Minutes of the July 20, 2021 Continued Board of Supervisors' Meeting.

THIRD ORDER OF BUSINESS

Staff Report Matters

District Counsel – Mr. Barnebey stated there was a question in regards to the Charter revisions specifically pertaining to the signer process on checks. Mr. Barnebey stated he recalled the Board deciding at least one Supervisor needed to sign the checks. The Board did not recall that. A discussion took place. The decision was made that Management is responsible for signing the checks as well as Board Members and the Assistant Treasurer or designees of the Board.

Mr. Fetsick will provide names of potential signers and update the documents accordingly. Mr. Barnebey suggested a Resolution be drafted naming those that may sign the checks. He requested a list of the 4 positions that have to sign the checks and add anyone else to the list the Board appoints.

Mr. Barnebey updated the Board on setting up a meeting with the Senator. Due to the COVID cases rising there are no meetings scheduled until September 2021.

District Manager – Ms. Carvalho discussed the insurance renewal process. She and Mr. Fetsick will be working with the appropriate agent in finalizing insurance policies prior to the insurance renewal timeframe. This relates to Public Officials, General Liability, Property, Workers' Compensation, and Risk Management policies and portfolios for the District. Mr. Fetsick engaged with Peter Conway a few weeks ago. Mr. Heller, a resident, has risk Management experience. Mr. Fetsick will work with Ms. Carvalho, Mr. Conway, and Mr. Heller to review the insurance policies and make sure the District is in compliance for the renewal.

Club Management –

a) Management Discussion & Analysis Report

Mr. Fetsick provided an overview of the report; the following topics were addressed:

- **Mandatory Mask Mandate** – Masks are now required for all employees, Members, Residents, and guests at indoor facilities. Unfortunately there was a positive case within the restaurant staff. All employees and Members that have been tested subsequently have been negative. The Club is back to normal operations in the restaurant and within the Admin Facility.
- **Golf Course Maintenance** – The Club is moving forward with the midnight renovation. There has been some impact with the labor, material and supply shortages.
- **Human Resources and Staffing** – HR is in the midst of transitioning with the retirement of Ms. Evans. Paul Fay has been promoted from a Sr. Accountant to Controller. Amber Mixon was hired as an Accountant.
- **Food and Beverage** – Staff has done an excellent job with events especially in August.
- **Golf** – Continues to be excellent. The Club continues to be aggressive with pricing and has not had much, if any resistance from the public.
- **Tennis Court & Fitness Center** – Joe Leasy was promoted to the Director of Tennis and Fitness position. The Club is hopeful the Men's and Women's Teams will return and Mr. Leasy is working with all the Captains to get those teams together.
- **Financial Impact-** Through June 30, 2021 Golf Operations were \$713,000.00 over budget. The restaurant is flat, given the circumstances with is a good report.

Expenses are as expected. The revenue Flash report through July 31, 2021 is much of the same. Golf operations are \$758,000.00 over budget. The recovery surcharge is suspended so the last two months the Club has not received the recovery surcharge and will see a negative impact to the budget. Mr. Fetsick is confident the operations will be able to sustain that. He included a forecast for Fiscal Year 2021 which will show where he believes the Club will end up for Fiscal Year 2021. The budget was expecting an operating loss and is now expected an operation. One of the goals of the primary goals of the financial results is to generate enough capital to be self-sustaining and be able to infuse capital in the future capital needs of the Club. Mr. Ludmerer asked Mr. Fetsick. At the next meeting, to report to the Board what he thinks the conversion terms are from Summer Memberships and to clarify what that plan is.

It came to the attention of the Board that the zoom meeting was hacked. Parameters need to be set in place for participants to enter the account. Ms. Ripoll will admit only individuals she recognizes. It is 1:27 p.m. and the meeting is in progress. District staff is addressing the situation with the zoom infiltration intruders. An email was received from Zoom stating the meeting was posted online and does not have security features enabled and advised to adjust the security settings for the meeting in order to protect it. Ms. Carvalho asked Ms. Ripoll to block the meeting from any additional attendance that she is not able to recognize. The Board asked if Ms. Carvalho can make the meeting password protected. She stated she will look into that and noted the Meeting might not be able to be done via zoom because of this and just provide a call in number. The meeting continued with Mr. Fetsick presentation.

- Pickleball- Mr. Fetsick updated the Board about the RFP, it has been completed. It has been sent to a few vendors directly and it has also been published in the newspaper. The resubmittal conference is scheduled for Monday August 23, 2021. Written questions are due by August 27, 2021 and the deadline for the RFP is September 3, 2021. The RFP was advertised at this time to ensure the Board of Supervisors can review proposals and award the RFP to a company during the September 10, 2021.
- Croquet Lawn- Mr. Fetsick updated the Board about the Croquet lawn. This is being done in house by Mr. Nickerson and the Golf Course maintenance Team. There are two obstacles which include the supply and material needed. Mr. Nickerson was successful in locating drainage piping. The utility locators were scheduled twice and rain cancelled each of those sessions. Mr. Nickerson reported they are getting done today. He noted the Board needs to discuss the timing of the croquet pitch and pickleball and ensure the timing works out so neither amenity is shutting down the other for any period of time. It is possible the pickleball should start before the croquet pitch is ready to go. He asked the Board if the Club should commence construction of the pickleball court which will impact the croquet pitch before the new one is ready to go. The croquet lawn will take some time to grow. The Club needs to discover what is currently located in the new croquet lawn and how to relocate it. Then the excavation,

drainage, and construction work can begin. He will keep the Board updated in process and continue with project. It was noted that staff is relying on the depiction by Fawley Bryant who showed it to be much smaller than it was measured out. It will be a tight fit in that area to have the regulation size pitch being requested and the buffer around it.

- Restaurant Renovation- The internal project group consists of Mr. Fetsick, Ms. Evans, and Mr. Nickerson, and Peter Pizzi. They have engaged with Club Design group who was approved as the Designer. Herbert Architects has been involved on the architectural work for the outside dining area. The Club has not done an RFP for the General Contractor, they have a contract with Manatee County and the Club has the potential to piggyback on that contract and not require the need for an RFP. Mr. Barnebey stated the benefit is the District would tie that contract into the fee structure with the County. The District must ensure that it went out through a similar RFP to justify the reason the District doesn't need one. The District will need to provide a cover agreement for the District. Mr. Ludmerer asked if Atlas Construction had previously worked with Club Design Group before. Mr. Fetsick replied they have not and he noted the Designer, Lisa would have the role and responsibility of identifying the vendors she wants for certain interiors. The General Contractor would be on the structural side.
- Mr. Fetsick showed pictures from Club Design Group and the Lifestyle Advisory Group. He reviewed the proposed furniture layout and the canopy and structure for the shaded outside area. Mr. Fetsick discussed ventilation and a covered outdoor canopy area. At the next meeting the Management Team will come to the Board with the three canopy options and the cost and the pros and cons of all three options. The Board will decide what is best for the community. Mr. Fetsick indicated the outdoor bar and canopy structure could be delayed due to material, lumber, and metal delays occurring in the industry. The Board may need to decide to delay the outdoor installation until the off season. That decision could come up in the next few months. He stated part of the delay could be the permitting phase for the outside area. The indoor will most likely be redone on schedule. There will be furniture options and estimated probable cost at the next Board meeting. The Board requested Mr. Fetsick bring back a timeline for each choice in furniture.

Ivan Rubin a homeowner commented he is happy to hear the ventilation system will be considered in light of COVID.

FOURTH ORDER OF BUSINESS

Business Matters

Public Hearing on Adoption of the District's Annual Budget & County Club Budget

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2021-18, Adopting the Fiscal Year 2022 District's Annual Budget and Appropriating Funds**
- d) Consideration of Resolution 2021-19, Adopting the Fiscal Year 2022 County Club Budget and Appropriating Funds**

Mr. Case requested a motion to open the Public Hearing

ON MOTION by Ms. Dickson, seconded by Mr. Ludmerer, with all in favor, the Board opened the Public Hearing.

Mr. Fetsick reviewed the Fiscal Year 2022 District Annual Budget, Debt Service Budget and the Fiscal Year 2022 County Club Budget. None of these budgets have changed since they were approved in preliminary form by the Board back in May.

Ms. Carvalho stated the exhibit to the Resolution will be the General Fund Budget. Mr. Case opened the floor for public comments on the budgets. Hearing none he requested approval of Resolution 2021-18.

ON MOTION by Ms. Dickson, seconded by Ms. Pagano, with all in favor, the Board approved Resolution 2021-18, Adopting the Fiscal Year 2022 District's Annual Budget and Appropriating Funds in the amount of \$234,000.00.

Mr. Case requested a motion to approve Resolution 2021-19. Ms. Carvalho will update the date to reflect August 13, 2021.

ON MOTION by Ms. Dickson, seconded by Ms. Pagano with all in favor, the Board approved Resolution 2021-19, Adopting the Fiscal Year 2022 Country Club Budget and Appropriating Funds in the amount of \$8,981,703.00.

Mr. Case requested a motion to close the Public Hearing.

ON MOTION by Ms. Pagano, seconded by Ms. Dickson, with all in favor, the Board closed the Public Hearing.

Consideration of Resolution 2021-20, Adopting an Annual Board and Workshop Meeting Schedule for Fiscal Year 2021-2022

Ms. Carvalho explained Statute requires the District to public a notice with the entire slate of meetings and in addition to this notice there is a separate notice that will be sent prior to each Board meeting. She suggested holding the meetings on the 2nd Friday of the Month for the Board meetings and the 1st Tuesday prior to each Board meeting on the current schedule.

A lengthy discussion took place regarding the Annual Board and Workshop Meeting Schedule for Fiscal Year 2021-2022. The Workshops will take place 10 days prior to the Board Meeting on a Tuesday and the Board meetings will take place on the 2nd Friday of each month. There will be 12 Board of Supervisors' Meetings and 12 Board of Supervisors' Workshop Meetings. The location of the meetings will be at the Country Club in either the Lakeside Room or the Card Room.

ON MOTION by Ms. Dickson, seconded by Ms. Pagano with all in favor, the Board approved Resolution 2021-20, Adopting an Annual Board and Workshop Meeting Schedule for Fiscal Year 2021-2022, in substantial form subject to the changes outlined above.

**Update on the Website
Development with the UPCA**

Ms. Evans provided an update of the website. She noted the joint landing page is completed. She is waiting to launch until the UPCA Website is done and in conjunction with the grand opening of the Community Center scheduled for October 2021. This timeframe will give Ms. Evans time to update the photos to the RD website.

**Update on the Design Group
Phase 1 Master Improvement Plan
Project**

This item was discussed during the Club Management Report.

**Consideration of Resolution 2021-
21, Agreement with Gallo Herbert
Architects**

Mr. Barnebey stated the Board does not need to approve a resolution. It should be as a motion to approve the Contract allowing for non-substantial changes. Mr. Fetsick provided an update of the issues that are outstanding with the agreement. Mr. Fetsick stated the Contract is an hourly rate until the scope of work is defined. Once that is identified there will be an addendum to the Contract that identified the not to exceed amount based on the scope. They are not to run up hours without Mr. Fetsick's input. There was initially a markup of expenses of 15% for reimbursable expenses. Mr. Fetsick informed Gallo Herbert that the Board did not accept that and it is not permissible being that the District is a form of a governmental entity. That has been struck and all expenses will be charged at cost. There has been language included related to E-Verify requirements. There is language in the Contract that limits the liability of Gallo Herbert and Mr. Fetsick explained that is not practical. Mr. Case stated he saw language that Gallo is the architect under the Fawley Bryant Master Plan for the Recreation District. Mr. Barnebey stated the District has the ability to terminate the agreement with a 30 days' notice. Mr. Case requested language to include in the contract that the District is permitted to utilize other architects in the best interest of the District to do so.

Mr. Ludmerer brought up some concerns but his connection was unstable. He suggested approval of the contract but wanted to make sure that Gallo Herbert Architects was not the architect of record for the District but have an option for architectural services going forward as projects are identified. Mr. Fetsick stated Gallo Herbert Architects is doing some work on good faith but without a contract right now. He will provide the Board with a final copy of the contract and requested the Board to approve the contract in substantial form.

ON MOTION by Ms. Pagano, seconded by Ms. Dickson, with all in favor, the Board approved the Contract with Gallo Herbert Architects in substantial form subject to final confirmation of the items outlined by Mr. Fetsick.

Monthly Board of Supervisors Reports

1. Jim Case – Topic is UPCA coordination with the Recreation District and Statutory/ Charter Amendments.

Mr. Case addressed the potential of proposed changes with the Board assignment of reports and topics.

He stated that Ms. Pagano will continue to address communications as a topic.

2. Sally Dickson – He stated the existing topic is Marketing. He is proposing that Ms. Dickson look at the Master Plan by Fawley Bryant and its utilization of various areas of the community. He stated some examples are issues with the parking lot, Fitness Center, the location of the Pro Shop, and the utilization of the current Board meeting facility. Mr. Case asked Ms. Dickson to look at those projects and help the Board develop a way to prioritize those issues by working with Management and identify community key homeowners that have insight of those issues.

3. Bill DiPaolo – Topics are Finance and Oversight of Restaurant Renovation

- a. All items have been discussed earlier in the meeting.
- b. Mr. DiPaolo will continue to serve as the Board's point person with the group monitoring construction and renovation activities.

- c. Steve Ludmerer – He stated Mr. Ludmerer's existing topic is District Management Structure. He is proposing that Mr. Ludmerer look at the future financing for the Recreation District and accessing additional Capital Funds for the projects that Ms. Dickson will help prioritize. Mr. Case asked Mr. Ludmerer to work with the, Treasurer, Ms. Evans, and Mr. Fetsick to provide a timeline for accessing additional funds for additional Capital Projects and include the benefits for the Members and residents.

4. Karen Pagano – Topic is Communications

- a. She reported that she is working with members of the community who will be producing a bi-monthly news brief to keep the community updated on the various projects happening in the community. It will include a timeline,

pictures, and information of what is going on in the community and a question/answer section. It will be sent out to the community and posted on the District website. It will include summaries of the work being completed. The News Brief is separate and apart from the monthly Newsletter.

5. Ms. Evans updated the Board on the Landing Page. There is an opportunity to use one of the sections on the Club Landing Page to focus on the renovations and Dawne Waite can make those changes easily. Ms. Pagano and Ms. Evans will have a meeting to discuss what should be on that page.

FIFTH ORDER OF BUSINESS

District Financial Matters

Ratification of Payment Authorizations #53-54

The Board reviewed Payment Authorizations #53-54.

ON MOTION by Mr. Ludmerer, seconded by Ms. Dickson, with all in favor, the Board ratified Payment Authorizations #53-54.

Mr. Ludmerer asked Mr. Fetsick to provide a total of the expenses of the audit for Fiscal Year 2020. Mr. Fetsick will provide that answer if not by today then by early next week.

SIXTH ORDER OF BUSINESS

Supervisor Requests

Mr. Ludmerer provided a comment about UPRD's three years of operation. The Board and staff have demonstrated in extraordinary times, the viability of the Club and the Recreation District which will be self-sufficient. It will need significant funding for the Master Plan but the commitment originally made by the Planning Group through the acquisitions and difficult times have been delivered above forecast. He gave kudos to Ms. Evans, Mr. Fetsick and the entire leadership team including District Management and District Counsel for the continue efforts and success with the operation of the District.

Audience Members Comment - Bruce Mantia stated from the beginning of the District there were many questions whether or not the Club would be a viable operation. Everyone

including the past Board Members need to be recognized for that continue effort and all the accomplishment the District has successfully completed for the past 3 years

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Case requested a motion to adjourn the meeting of the Board of Supervisors' at 2:49 p.m. at the Varsity Club.

ON MOTION by Ms. Dickson, seconded by Ms. Pagano, with all in favor, the Friday, August 13, 2021 Board of Supervisors' Meeting for University Park Recreation District was adjourned at 2:49 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

University Park Recreation District

Consideration of the Minutes of the August 31,
2021 Board of Supervisors Workshop Meeting

MINUTES OF MEETING

**UNIVERSITY PARK RECREATION DISTRICT
BOARD OF SUPERVISORS WORKSHOP MEETING**

Tuesday, August 31, 2021 1:00

p.m. University Park Varsity

Room

7671 The Park Blvd, University Park, FL 32401

Board Members present at roll call in person or via phone:

James Case	Chairperson
Steve Ludmerer	Vice Chairperson
Sally Dickson	Assistant Secretary
Karen Pagano	2nd Vice Chairperson
Bill DiPaolo	Treasurer

Also, Present in person or via phone:

Vivian Carvalho	District Manager - PFM Group Consulting LLC
Venessa Ripoll (via phone)	Assistant District Manager-PFM Group Consulting LLC
Kourtney Dinkins (via phone)	Assistant District Manager-PFM Group Consulting LLC
Mark Barnebey (via phone)	District Counsel- Blalock Walters Law Firm
Laurie Evans	Former General Manager- Country Club
Curtis Nickerson	Director of Properties & Facilities- Country Club
John Fetsick	General Manager- Country Club
Rico Alcala	Club Operations Director- Country Club
Various Members of the General Public	(present and via Zoom)

FIRST ORDER OF BUSINESS

Organization Matters

Call to Order and Roll Call

The workshop meeting was called to order at 10:00 a.m. by Mr. Case. Ms. Carvalho confirmed quorum to proceed with the meeting. Those in attendance are outlined above.

Opening Comments

Mr. Case proceeds to lead the Pledge of Allegiance.

Public Comments

Mary Jane Sanacore commented about a concern pertaining to space in the outside dining area and the fire pit area. Ms. Sanacore noted that there is no covering over the fire pit area that prevents the sun and stated that the dining area setting now allows for flexible use.

There were no other public comments at this time.

SECOND ORDER OF BUSINESS

Discussion

Update of the Country Club Management Association Agreement

Mr. Case and Mr. Barnebey have been working on this agreement that serves as an extending operating agreement with the Country Club to continue their current role for the next three years. The current agreement expires September 30, 2021 and the renewal of the agreement is due on that date. Mr. Barnebey will provide necessary documents for the agreement where the Board will vote to approve during the September 10, 2021 Board of Supervisors' Meeting.

Update of the Zoom Meeting Incident

Mr. Case provided an overview of the contact he had with the FBI and local authority regarding the Zoom incident. It was pointed out that the Zoom meeting interruption could have come from anywhere in the world and that the Zoom link got out through Twitter. Ms. Carvalho stated that there is no statute where a conference call is mandatory for meetings and advised the Board to think about how best to proceed with Zoom and conference calls for future meetings.

Update of the Pickle Ball RFP

Mr. Fetsick reported that the RFP is due on September 3, 2021. There were three vendors who showed interest in submitting a proposal for the project. During the next Board meeting, Mr. Fetsick will present the proposals for Board review and consideration.

Update of the Croquet Lawn Construction Project

Mr. Nickerson provided an update for the project and noted several issues presented while working on the project. Supply Chain has been problematic in getting some of the necessary materials and Mr. Nickerson stated he had to call in favors from various colleagues in the industry to obtain supplies such as pipes.

Mr. Case asked about the timeframe for the project and Mr. Nickerson responded that once an irrigation power line is determined and relocated, the project should commence in the next three weeks. Mr. Ludmerer asked about water and shade areas for players to use while playing. Mr. Nickerson informed that there will be no space for a shaded structure or water for players and that the best option for players is to use the Fitness Centre in the terrace.

Ms. Pagano asked if there was any known cost for relocating the power line and noted that there may be safety concerns with relocating the power line as there may be exposed wires. Ms. Pagano also asked when the Board would know the cost of relocating the power line. Mr. Nickerson responded that the cost of relocating the power line should be known to the Board in about one week.

Ms. Pagano questioned the dimensions of the croquet courts and the need to have regulation sized courts for tournaments. Mr. Nickerson explained that he would come back to the next meeting with a scaled down version of the courts. Mr. DiPaolo noted that the croquet players will have a better pitch than they have with the existing court and requested the best estimate from Mr. Nickerson by next week. Mr. Nickerson obliged with the request.

Update of the Phase 1 Restaurant Renovation Project

Mr. Fetsick presented design plans on the Phase 1 Restaurant Renovation Project, which included information from the weekly meetings he has had with various industry professionals. Mr. Fetsick spoke on the vision statement for this renovation project and reported that the interior of the project is moving along at a good pace while the exterior of the project may take a bit more time. The interior seating arrangement will be altered to include larger tables to accommodate large groups and events. The dining table layout was presented along with the color palette, art, and acoustic study for mitigating any sound concerns. Mr. Fetsick stated that the seating capacity was not yet final while

presenting the Board with two options for replacing the canopy or installing a brand-new permanent structure in place of the canopy.

Ms. Dickson asked for clarification on the floor surface and requested clarification on the thought process behind changing the surface of the floor. Ms. Dickson also questioned the height of the firepits in reference to the aesthetics when in use. Mr. Fetsick explained that the design elements are focused on accommodating social groups in a comfortable way.

Ms. Dickson posed another question about fabric on the seats and the need for cleanliness of those fabric seats so guests can use them safely. Mr. Fetsick assured the Board that there will be operational measures in place to ensure positive aesthetics and cleanliness of all furniture.

A group discussion ensued about guest comfortability as it relates to table size and the need to reconsider the current expansion to allow for greater flexibility in the budget to effectively utilize more space in the floor plan. The conversation continued to focus on the gathering spaces throughout the restaurant and the different scenarios where guests have an opportunity to socialize.

From the Zoom audience, Mr. Rubin questioned the ventilation inside the restaurant and the need for outdoor seating due to COVID restrictions. Mr. Fetsick noted that the ventilation issue has been discussed and considered and the outdoor seating numbers are changing as the floor plan changes.

Mr. Ludmerer made a comment that he was very impressed with the timeline of the plan to move forward with the renovation. Mr. Ludmerer requested that Mr. Fetsick revisit the expansion, including the canopy, to the south of the restaurant and consider solar panels for the permanent roof.

Update of the COVID-19 Protocol & Safety Procedures

Mr. Fetsick presented information on the current status of the evolving COVID protocol and announced that management is taking the issue very seriously, continuing to be fluid as cases come up. It was stated that decisions being made are guided by professionals led by the Center for Disease Control.

Current COVID policies for employees include wearing a mask properly at all times, required COVID testing if feeling sick, no requirement for negative test outcomes after a quarantine period, and follow all policies related to international and domestic travel as per the CDC guidelines. Management is not requiring vaccinations for residents, members, or current staff but are requiring vaccinations for all new employees. No proof of vaccination is required for any residents and guests but if an employee is vaccinated, management is requiring proof of

vaccination.

Mr. Fetsick noted that any change in some of the policies could result in the loss of staff and the potential shut down of facilities. Mr. Ludmerer expressed support and commendation for the way COVID precautions are being handled.

From the Zoom audience, Mr. Rubin asked what type of COVID tests were being required for employees. Mr. Fetsick informed that COVID tests are required for all possible exposures and that the rapid test method is what is currently being required.

Discussion of Supervisors' Role

The topic of the Supervisors' role was introduced by Mr. Case where it was stated there would need to be a reinstatement of the Volunteer Finance Group so there can be collaboration of two or more Board Members as it relates to finance matters to the District. Mr. Fetsick explained the Sunshine Law restrictions where Board members are unable to simultaneously collaborate on finance documents. A Financial Plan will be presented to the Board by the end of the year. Ms. Dickson announced that she would be working to prioritize capital projects beyond the Phase 1 Renovation of the Master Plan.

Mr. Ludmerer requested a copy of the final draft of charter amendments.

Mr. Case questioned the use of styrofoam cups that are given to guests. A discussion ensued about the various options to use alternate cups and it was suggested that an environmental committee be formed to make multiple changes as it relates to the community becoming more environmentally friendly.

From the Zoom audience, Mr. Whyte announced that he was calling from the Community Center and that it was a beautiful and highly functional space.

THIRD ORDER OF BUSINESS

Adjournment

ON MOTION by Ms. Dickson, seconded by Ms. Pagano, with all in favor, the Tuesday, August 31, 2021 Workshop meeting of the Board of Supervisors' of the University Park Recreation District was adjourned at 12:28 p.m.

Mr. Case requested a motion to adjourn the meeting of the Board of Supervisors' at 12:28 p.m. at the Varsity Club.

University Park Recreation District

Consideration of the Minutes of the September
10, 2021 Board of Supervisors Meeting

MINUTES OF MEETING

**UNIVERSITY PARK RECREATION DISTRICT
BOARD OF SUPERVISORS MEETING**

Friday, September 10, 2021 at 1:00 p.m.

University Park Varsity Room

7671 The Park Blvd, University Park, FL 32401

Board Members present at roll call or via zoom:

James Case	Chairperson
Steve Ludmerer	Vice Chairperson
Sally Dickson	Assistant Secretary
Karen Pagano	2nd Vice Chairperson

Also, Present in person or via zoom:

Venessa Ripoll (via zoom)	Assistant District Manager-PFM Group Consulting LLC
Laurie Evans	Former General Manager- Country Club
Various Members of the General Public	(present and via zoom)

FIRST ORDER OF BUSINESS

Organization Matters

Call to Order and Roll Call

The meeting was called to order at 1:01 p.m. by Mr. Case. Ms. Ripoll confirmed quorum at roll call to proceed with the meeting. Those in attendance are outlined above.

Public Comments

Mr. Case proceeded with Pledge of The Allegiance.

There were no public comments at this time.

SECOND ORDER OF BUSINESS

Administrative Matters

Mr. Case announced that General Manager, Mr. Fetick, has tested positive for the Coronavirus and is unable to attend the Board of Supervisors' Meeting today. He is requesting that this meeting be continued for a week to allow time to finalize the items that needs to be addressed and considered by the Board.

THIRD ORDER OF BUSINESS

Continuance

ON MOTION by Ms. Pagano, seconded by Mr. Ludmerer, with all in favor, the Friday, September 10 , 2021 Board of Supervisors' Meeting for University Park Recreation District was continued to September 15, 2021 at 12:00PM at this same location.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

University Park Recreation District

District Counsel

University Park Recreation District

District Manager

University Park Recreation District

Club Management

University Park Recreation District
Management Discussion & Analysis Report
As of August 31, 2021

We are on the cusp of great excitement with club and membership enhancements on the horizon. The interior dining renovations are on schedule and should commence in mid-October with a completion date around the New Year. Club Management is actively working on logistics of the new membership plan which will provide flexible, à la carte options to all members, including the introduction of pickleball included in a Racquets membership and the option to add a Pickleball Pass to your Social membership.

The Labor Day Golf and Tennis Tournaments and BBQ Luncheon were well attended with 91 golf members (and 12 guests), 10 tennis members (and 5 guests) and 38 diners for a total of 156 members attending. Kudos to ALL staff who continue to provide member engaging events on a regular basis!

COVID-19 Update

An update on COVID-19 procedures was presented during the UPRD Board of Supervisors Workshop on Tuesday, August 31st. Highlights included mask requirements (staff and members!), staff testing requirements, vaccinations for all NEW employees and staff travel requirements. If interested in the details of the presentation, please [CLICK HERE](#).

Golf Course Maintenance (GCM)

The mid-9 on the golf course is officially open! The 3-month project led by Curtis Nickerson and our GCM Team was officially completed, and the mid-9 reopened on Monday, September 6th in conjunction with the Labor Day Golf Tournament. Despite significant challenges along the way, primarily supply chain issues and poor sod provided, the course conditions have received overwhelmingly positive reviews. Kudos and “thank you” to the GCM Team.

Human Resources and Staffing

Staffing continues to be an issue for our Restaurant and GCM teams. HR Director Linda Somma is working tirelessly to fill a number of positions including landscapers, dishwashers and cooks. In addition, the staffing agency we’re working with to provide temp labor has been subpar at best. As we prepare for the high season, this is a primary focus for Linda and the department heads.

Food and Beverage

As announced on September 2nd, we are excited to provide OpenTable as our new online reservation platform. The OpenTable reservation option will allow UPCC members to make dining reservations from the comfort of their home computer or smart device with just a few keystrokes from the Members section of the Club website. Additionally, you will be provided with the choice to receive a text or email confirmation indicating the date & time of your reservation. No further action would be required of you at that point. You may choose to make changes anytime day or

University Park Recreation District
Management Discussion & Analysis Report
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night or cancel your reservations. PLEASE NOTE, reservations can still be made via ext. 247 for those who prefer the current method.

As the dining renovation process kicks off next month, the F&B Team is actively working on creative ways to continue to provide à la carte dining and select special events to our membership. The current plan is to use the Varsity Club for indoor dining with a to-be-announced alternative to our outdoor dining experience. Please be on the lookout for announcements regarding these plans in the coming weeks!

Special events during the month of August included the SOLD OUT “A Taste of Italy Wine Dinner”, Pub Specials Night, Three for All buffet nights, Prime Rib nights, Trivia and Bingo! We look forward to continued success in September highlighted by the Mexican Independence Day Buffet (highlighted by tequila tasting and tenor), Yom Kippur Break the Fast, Wok This Way Asian Buffet, and more!

Golf

As of the 11 months ending August 31st, we have hosted over 81,400 rounds of golf, exceeding budget (70,100) and prior year (76,600) for both member and public rounds.

The Labor Day Golf Tournament was a great success. 91 golf members participated. Congrats to all winners and thank you to all of those who participated.

Tennis & Fitness

The Labor Day Round Robin Social Mixer was a success. Despite limited participation, those who joined had a fun morning mixed with some friendly competition. Congrats to all winners and thank you to all of those who participated.

In Fitness, we are actively working on an expansion to the Chelsea reservation system which will allow all members to make fitness class reservations using the same platform currently being used by golf and tennis. This enhancement should continue to make the membership experience an accommodating one.

Membership

We continue to see some late summer membership sales with 4 additional Summer Golf memberships sold in August bringing the record total to 239, 4 more than our previous record of 235 in 2019. In addition, despite removing the F&B minimum for summer members, summer members continue to spend at comparable rates to prior years regardless of the lack of a spending requirement.

University Park Recreation District
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	Full	Tennis	Sports	Social	Soc / Res - Cmty Reprd	Twilight Tennis	Jr. Exec.	Change in Annual Mbrs	Trial Full	Trial Ten/Fit	Trial Fit/Soc	Trial Social	Sum Golf	Sum Tennis	Sum Dining	Change in Other Mbrs	Required Community Memberships	
2020 Totals	291	106	79	208	459	8	3	1154	7	7	3	4	0	0	0	21	823	
Jan 2021	4	-1	-3	-1	6	1		6	14	1	2	2				19	8	7 Soc/Res, 1 Tennis
Feb 2021	4	2	-1	-5	-1	2		1	6	-3	1	-1				3	9	7 Soc/Res, 1 Full, 1 Twi Ten
Mar 2021	3	-1	1	-2	2			3	-12	-3	0	-3	156	9	X	147	10	7 Soc/Res, 2 Full, 1 Sports
Apr 2021	-2	-1		-2	10			5	-13	-1	-4	-1	29	1		11	12	11 Soc/Res, 1 Full
May 2021		1		-1	7			7	-2	-1	-2		29	1		25	9	8 Soc/Res, 1 Tennis
June 2021	0	-1	-1	-2	9			5		1	1		15	2		19	13	13 Soc/Res
July 2021	0	0	-1	1	5			5		-1			5	3		7	11	9 Soc/Res, 1 Full, 1 Tennis
August 2021	0	1			0			1					4	1		5	4	2 Soc/Res, 1 Full, 1 Tennis
NEW	9/3				1			1					1			1	1	1 Soc/Res
Total Members	300	106	74	196	498	11	3	1188	0	0	1	1	239	17	0	258	900	

Past Summer Counts				Summer Conversions			
Golf	T&F	Dining	Year				
136	25	45	2013				
121	22	25	2014				
192	26	42	2015				
108	26	35	2016				
76	15	24	2017	4 Full, 3 Tennis, 2 Sports, 2 Social			
175	17	36	2018	9 Full, 4 Tennis, 1 Sports, 6 Social			
235	25	40	2019	19 Full, 7 Tennis, 4 Sports, 11 Social			
152	54	5	2020	15 Full, 18 Tennis, 2 Sports, 3 Social			
239	17	XX	2021				

University Park Recreation District
Management Discussion & Analysis Report
As of August 31, 2021

Statements of Operations (as of July 31, 2021):

UNIVERSITY PARK COUNTRY CLUB & RD					
TEN MONTHS ENDING JULY 31, 2021					
SUMMARY STATEMENT OF OPERATIONS					
Description	FY2021 YTD Actual	FY2021 YTD Budget	FY2021 YTD Variance	FY2021 Budget	
REVENUE:					
MEMBERSHIP DUES	\$ 2,932,664	\$ 2,921,139	\$ 11,525	\$ 3,490,674	
GOLF OPERATIONS	3,047,819	2,290,079	757,740	2,525,706	(a)
TENNIS & FITNESS CENTRE	59,538	59,247	291	67,806	
RESTAURANT INCOME	1,557,123	1,526,843	30,280	1,721,582	
OTHER INCOME	-	-	-	5,000	
TOTAL REVENUE	\$ 7,597,144	\$ 6,797,308	\$ 799,836	\$ 7,810,768	
EXPENSES:					
PAYROLL & RELATED:					
GOLF OPERATIONS	\$ 454,238	\$ 458,637	\$ (4,399)	\$ 536,990	
TENNIS & FITNESS CENTRE	177,712	176,268	1,444	208,375	
RESTAURANT	1,039,831	1,001,918	37,913	1,181,409	
GOLF COURSE MAINTENANCE	1,213,816	1,205,907	7,909	1,426,398	
GENERAL & ADMINISTRATIVE	955,955	892,497	63,458	1,088,773	
TOTAL PAYROLL & RELATED	\$ 3,841,552	\$ 3,735,227	\$ 106,325	\$ 4,441,945	
DIRECT EXPENSES:					
GOLF OPERATIONS	\$ 633,677	\$ 524,025	\$ 109,652	\$ 598,782	(b)
TENNIS & FITNESS CENTRE	94,147	100,856	(6,709)	119,681	
RESTAURANT CGS	740,600	584,279	156,321	665,791	(c)
RESTAURANT OPER EXP	387,421	360,317	27,104	425,426	
GOLF COURSE MAINTENANCE	1,037,929	986,780	51,149	1,186,312	
GENERAL & ADMIN	315,154	270,239	44,915	315,472	
PROPERTY INSURANCE	153,187	164,610	(11,423)	197,532	
SALES OFFICE - OTHER	34	11,800	(11,766)	14,160	
TOTAL DIRECT EXPENSES	\$ 3,362,149	\$ 3,002,906	\$ 359,243	\$ 3,523,156	
OPERATING INCOME/(LOSS)	\$ 393,443	\$ 59,175	\$ 334,268	\$ (154,333)	
INITIATION FEES & OTHER	289,960	158,650	131,310	159,250	
OPERATIONS RECOVERY SURCHARGE (1/1/21-9/30/21)	191,218	280,600	(89,382)	361,710	
SUB-TOTAL	\$ 874,621	\$ 498,425	\$ 376,196	\$ 366,627	
RD GOVERNANCE- REVENUE	2,000			-	
RD GOVERNANCE- DISTRICT MANAGEMENT	(58,333)			(70,000)	
RD GOVERNANCE- LEGAL	(49,371)			(35,000)	
RD GOVERNANCE- OTHER	(87,112)			(112,090)	
	(192,817)	-	-	(217,090)	
SURPLUS FOR OTHER RD NEEDS	\$ 681,804	\$ 498,425	\$ 376,196	\$ 149,537	

University Park Recreation District
Management Discussion & Analysis Report
As of August 31, 2021

- (a) \$757k increase over Budget due to 11,971 more rounds than budgeted, including 5,002 outside rounds, and pricing.
- (b) \$109k increase over Budget due to merchandise cost of goods sold and credit card fees.
- (c) Continued impact of COVID-19, particularly fewer Banquet events, continues to have a negative impact on COGS. Higher COGS is primarily due to higher costs for select food items (this is a global issue) and fewer dining events with higher margins (e.g., special events and Sunday brunch).

Revenue Flash Report (as of August 31, 2021):

	August			YTD			
	Actual	Budget	Variance	Actual	Budget	Variance	
MEMBERSHIP DUES	\$ 273,413	\$ 284,749	\$ (11,336)	\$ 3,206,077	\$ 3,205,788	\$ 289	
GOLF OPERATIONS	161,673	116,326	45,347	3,209,492	2,406,405	803,087	(a)
TENNIS & FITNESS CENTRE	3,568	4,357	(789)	63,106	63,604	(498)	
RESTAURANT OPERATIONS	87,665	102,800	(15,135)	1,644,789	1,629,643	15,146	
TOTAL OPERATING REVENUE:	\$ 526,319	\$ 508,232	\$ 18,087	\$ 8,123,464	\$ 7,305,440	\$ 818,024	
INITIATION FEES & OTHER INC	10,396	2,775	7,621	300,356	161,425	138,931	(b)
OPERATIONS RECOVERY SURCHARGE	-	40,405	(40,405)	191,218	321,105	(129,887)	
TOTAL OTHER REVENUE:	\$ 10,396	\$ 43,180	\$ (32,784)	\$ 491,574	\$ 482,530	\$ 9,044	
TOTAL REVENUE:	\$ 536,715	\$ 551,412	\$ (14,697)	\$ 8,615,038	\$ 7,787,970	\$ 827,068	

- (a) \$803k over Budget YTD due to pricing and substantially more rounds, as outlined below:

Rounds of Golf (as of August 31, 2021):

Member Rounds	2,567	3,165	(598)	43,776	37,405	6,371
Outside Rounds	1,992	2,110	(118)	37,598	32,714	4,884
	4,559	5,275	(716)	81,374	70,119	11,255

- (b) New memberships (the basis for Initiation Fees) continue to exceed Budget.

University Park Recreation District

Update of the Zoom Meeting Incident

University Park Recreation District

Update of the Country Club Management
Agreement

COUNTRY CLUB MANAGEMENT AGREEMENT

THIS COUNTRY CLUB MANAGEMENT AGREEMENT (the "Agreement") is made and entered into on October ____, 2021 (the "Effective Date") by and between **UNIVERSITY PARK RECREATION DISTRICT**, a Florida recreation district duly constituted under the laws of the State of Florida and the Ordinances of Manatee County, Florida ("**UPRD**") and **PARK BOULEVARD MANAGMENT, LLC** a Florida limited liability company (the "**Manager**").

BACKGROUND OF THIS AGREEMENT

- A. UPRD owns certain real property located within the geographic area of the UPRD in Manatee County, Florida and buildings, structures and other improvements located thereon including a 27-hole golf course and practice facilities; a golf pro shop; a tennis and fitness center, tennis courts, a clubhouse with kitchen, restaurant, and bar facilities; administrative and community facilities; tennis courts; a croquet court; a golf cart storage facility; maintenance buildings and associated facilities (collectively, the "University Park Country Club").
- B. UPRD has, through its Board of Supervisors ("Board"), the responsibility of supervising the management of the University Park Country Club (also sometimes hereinafter referred to as the "Property" and further depicted in Exhibit A) and wishes to contract with professional management to provide consultation, advice, personnel, and day to day management and operation of the Property.
- C. The UPRD is utilizing the sole source purchasing process to ensure existing management is in place and continues to operate the Property on the effective date of the Agreement.
- D. Manager is a management company active in the management of country club facilities and has in its employ both management and service personnel experienced in the management and operation of all aspects of country club operations.
- E. UPRD desires to avail itself of the expertise, advice, assistance and services of Manager, as an independent contractor, to manage the Property for UPRD, upon the terms, conditions, and provisions hereinafter set forth.
- F. Manager does not have any role or relationship with UPRD that would, in effect, substantially limit UPRD's ability to exercise its rights under the Agreement. Specifically, Manager (and its directors, officers, shareholders, partners, members, managers and employees as applicable) holds, in the aggregate, no more than 20% of the voting power of the UPRD Board, the UPRD Board does not include an executive (e.g. a chairperson or chief executive officer) of Manager's governing body, and the chief executive officer of Manager is not an executive of UPRD (or a related party).

TERMS AND CONDITIONS OF THIS AGREEMENT

1. **BACKGROUND STATEMENTS** The above background statements are true and correct and are incorporated into this Agreement by reference.

2. **APPOINTMENT OF MANAGER; OBJECTIVES**

2.1 **Appointment of Manager.** Subject to the terms, conditions and restrictions of this Agreement, UPRD hereby retains and appoints Manager as UPRD's exclusive managing agent for the purpose of managing and operating the Property. Subject to the terms, conditions and restrictions of this Agreement, Manager, as UPRD's agent, shall have the authority and be responsible for all facets relating to the management of the operation of the Property as authorized by the UPRD Board. Manager hereby accepts such appointment upon and subject to the terms, conditions and restrictions herein contained and agrees to perform, as UPRD's agent, all of the services set forth in this Agreement. Regardless of any other language contained in this Agreement, it is expressly understood and agreed that this Agreement shall not create any employer-employee, joint venture, or partnership relationship, either express or implied, between Manager (or any person employed by Manager) and UPRD.

2.2 **Operational Standards.** Manager shall manage and operate the Property (i) in a first-class manner comparable to similarly situated country club facilities in the Manatee and Sarasota County area of Florida; (ii) in accordance with UPRD's policies and procedures related to purchasing, as adopted from time to time, copies of which have been provided to the Manager; and (iii) in accordance with the terms of this Agreement (collectively, the "Operational Standards").

3. **TERM & TERMINATION**

3.1 **Term.** The Term of this Agreement will commence on October 1, 2021, and terminate on September 30, 2024.

3.2 **Termination Without Cause.** Either party may terminate this Agreement at any time with or without cause upon ninety (90) days' advance written notice to the other party.

3.3 **Termination With Cause.** With respect to Manager, it shall be an event of default hereunder if any of the following occurs:

3.3.1 If Manager shall breach any material term or provision of this Agreement, and such material breach shall continue for a period of thirty (30) calendar days after written notice thereof shall have been given to Manager by UPRD, unless said breach cannot be cured within said thirty (30) day period, in which case Manager shall have such longer period of time as reasonably necessary to cure same so long as it is diligently prosecuting said cure, provided, however, the outside date for Manager to cure said breach shall be ninety (90) days from said notice.

3.3.2 If Manager, or its general manager or chief financial officer or other management-level employee of Manager is convicted of any act of fraud or theft against

UPRD or the Property or violates the Manager's employee handbook or any applicable employment law or regulation.

If any event of default by Manager shall occur and be continuing, UPRD may forthwith terminate this Agreement by written notice to Manager.

3.4 Effect of Termination. All obligations arising under this Agreement shall be null and void as of the termination date, except for (a) Manager's obligations to turn over all books, records, monies and personal property to UPRD or anyone UPRD may designate in writing, (b) UPRD's obligations to pay Manager for services rendered up to, and including the termination date and (c) any other provisions of this Agreement that by their terms will survive termination.

4. **ANNUAL BUSINESS PLAN & BUDGET; OPERATING EXPENSES**

4.1 Definitions.

4.1.1 "Operating Expenses" means the cost for all utilities; costs of goods sold; compensation and expenses of the management staff and other employees directly employed on site at the Property; advertising and promotion; repairs and maintenance costs; insurance premiums, the rent payments for any leased maintenance equipment and golf carts, including capital and operating leases; and all other expenses relating to the operation of the Property.

4.1.2 "Gross Revenue" means all income generated by the Property from any and all sources.

4.1.3 "Country Club Account(s)" means one or more accounts established by UPRD and designated by it as the account into which Gross Revenue shall be deposited and out of which Operating Expenses shall be paid.

4.1.4 "General Manager" means the person designated by the Manager to supervise and oversee all of Manager's obligations hereunder.

4.1.5. "Annual Business Plan" Manager will prepare and submit the Annual Business Plan to UPRD on or before May 1. The Annual Business Plan will include, but will not be limited to:

4.1.6 An annual budget (the "Annual Operating Budget") utilizing a chart of accounts that conforms in all material respects to country club industry standards currently used by the manager.

4.1.7 A marketing plan.

4.1.8 A schedule of dues, fees and other charges.

4.1.9 Capital expenditures

4.1.10 Personnel expenses

4.2 Approval of Annual Business Plan by UPRD. During the thirty (30) day period following receipt of each proposed Annual Business Plan (the “Business Plan Review Period”), UPRD will review the same and propose revisions to the Manager. UPRD and the Manager shall negotiate any changes in good faith and agree on revisions within the Business Plan Review Period. UPRD will approve the Annual Business Plan within thirty days following expiration of the Business Plan Review Period. Once approved by UPRD, such newly approved Annual Business Plan shall replace the prior Annual Business Plan. In the event of an Annual Business Plan is not approved by UPRD within thirty days following expiration of the Business Plan Review Period, Manager shall continue operating the Property pursuant to the Annual Operating Budget then in effect, subject to increases in Operating Expenses (as herein defined) necessary and directly related to (i) changes in membership levels, (ii) increases/decreased in Gross Revenue (as herein defined), and/or (iii) other matters beyond the control of Manager, until such time as UPRD and Manager agree upon the appropriate replacement Annual Operating Budget.

4.3 Changes to Annual Business Plan. From time to time, Manager may consider it advisable to propose changes to the currently approved Annual Business Plan (including the Annual Operating Budget). In that event, Manager will discuss the proposed changes with UPRD, and UPRD will make the final determination as to what changes, if any, will be made to the previously approved Annual Business Plan based on UPRD’s sole discretion.

4.4 Operating Expenses. As UPRD’s Agent, Manager shall pay all Operating Expenses of the Property consistent with the Annual Operating Budget or otherwise expressly authorized pursuant to this Agreement or approved by UPRD, and UPRD shall provide sufficient funds to cover all such Operating Expenses. In the event that funds in the Country Club Accounts are not sufficient to cover Operating Expenses, Manager shall advise UPRD of the shortfall or potential shortfall and UPRD shall deposit additional funds into the Country Club Accounts in a timely manner in accordance with Section 5.2 and subject to items (i), (ii) and (iii) of Section 4.5.2, in order to ensure that sufficient funds are available to meet the operational requirements of the Property as they become due and payable. Manager shall have no obligation whatsoever to cover any Operating Expenses or to contribute funds to any Country Club Account.

4.4.1 General Manager shall monitor the cash flow and cash requirements of the Property and shall prepare and deliver monthly cash flow forecasts and reports to UPRD.

4.4.2 General Manager may cause the Property to incur any Operating Expense: (i) that is included in the approved Annual Operating Budget; (ii) that is needed to remedy any emergency situation that, in General Manager’s professional judgment is potentially hazardous, unsafe or damaging to the Property or any person, provided that the amount required for such remedy does not exceed Twenty five Thousand Dollars (\$25,000) or such higher amount as is approved in writing by the UPRD Board Chairman or the UPRD Board Treasurer; or); or (iii) is otherwise expressly approved by UPRD in writing. Except as provided in the preceding sentence, General Manager shall not incur any expense whatsoever that is not consistent with the Annual Operating Budget without the prior written consent of UPRD. General Manager shall apply all commercially reasonable and

appropriate measures to control the amount and frequency of such expenses. Except as provided in Section 4.4.3, if the General Manager deviates from the Annual Operating Budget for any reason, the General Manager will notify UPRD in writing within ten (10) days thereafter.

4.4.3 General Manager may reallocate Operating Expenses among departments set forth in the approved Annual Operating Budget, provided that the aggregate Operating Expenses in the applicable department in the Annual Budget are unaffected, and further provided that UPRD is notified in writing of the reallocation on the next monthly financial reports to UPRD. Notwithstanding anything in this Agreement to the contrary, unbudgeted minor expenditures unforeseen at the time of preparation of the Annual Budget, and reasonably deemed necessary by General Manager, may be made without UPRD's authorization, provided that unbudgeted expenditures aggregating more than Ten Thousand Dollars (\$10,000) in any month, or more than Fifty Thousand Dollars (\$50,000) in any year, may not be made without UPRD's written approval in advance.

4.5 Capital Expenditures. Except as provided in Section 4.2.2, the Manager will make no capital expenditures that are not included in the Annual Business Plan unless approved by the UPRD Board. If the Manager determines that it is necessary to make a capital expenditure that is not included in the Annual Business Plan, the Manager shall inform the UPRD Treasurer. If the UPRD Board Treasurer agrees that such capital expenditure is required, the Treasurer shall bring the request to the UPRD Board for approval.

5. DUTIES OF THE MANAGER

5.1 General Duties and Responsibilities of Manager. Manager, acting as UPRD's agent and on behalf of UPRD, shall be responsible for the management, operation, organization, administration and maintenance of the Property in accordance with the Operational Standards that may be established by the UPRD Board. the Annual Business Plan (including the Annual Operating Budget), the terms of this Agreement, and subject to available working capital provided by UPRD or Property operations that may be established by the UPRD Board. Manager shall have the authority and responsibility to exclusively operate and manage the Property and manage Capital Replacements (as defined in Section 5.4) in such manner as Manager, in its professional discretion, deems most likely to accomplish the objectives set forth in the Annual Business Plan and this Agreement. The responsibilities of Manager under this Agreement shall include (without limiting the generality of the foregoing and subject to the Operational Standards, the Annual Business Plan, the Annual Operating Budget, the terms of this Agreement and available working capital provided by UPRD or Property operations) the following:

5.1.1 Prepare and submit for UPRD approval, in accordance with Section 4.3, an Annual Business Plan and Annual Operating Budget for the Property.

5.1.2 Oversee the collection and deposit of all Gross Revenue and the payment of all Operating Expenses from Gross Revenue or from other sources as contemplated in this Agreement.

5.1.3 Acting on behalf of UPRD and in accordance with the Annual Operating Budget and the Operational Standards, enter into, in the name of the UPRD, service contracts and vendor agreements as necessary to support the operation and maintenance of the Property. Such agreements may include, but may not necessarily be limited to: janitorial services, waste collection and disposal services, linen or uniform services, pest control services and the like. Manager shall use commercially reasonable efforts to negotiate with vendors to include a right of cancellation on not more than thirty (30) calendar days' notice for any service contracts, vendor agreements or any other written contracts and/or agreements entered into on behalf of UPRD by Manager (collectively "Service Contracts"). Except with respect to any Service Contract the funds for which are contemplated in the Annual Operating Budget, which Service Contracts shall be deemed to have been approved by UPRD, the prior written consent of UPRD shall be required in connection with any Service Contract with aggregate payment obligations exceeding Fifty Thousand Dollars (\$50,000), ~~which consent shall not be unreasonably withheld or delayed.~~

5.1.4 On behalf of UPRD and in accordance with the Annual Operating Budget and the Operational Standards, purchase operating supplies, equipment and inventories as necessary to support the operation and maintenance of the Property.

5.1.5 Monitor compliance with pre-existing lease obligations or other contractual obligations assumed by UPRD in the course of taking title to the Property, and make recommendations regarding new leases or contracts as necessary to support the operation and maintenance of the Property.

5.1.6 Use commercially reasonable efforts to ensure that all Property facilities and Property operations conform in all material respects to the requirements of local, county, state and/or federal regulations, licenses, orders, permits and similar requirements.

5.1.7 Use commercially reasonable efforts to monitor the University Park Country Club property and facilities for situations that are unsafe or hazardous and if such situations are determined to be present, take immediate steps to remedy the situation in a cost-effective manner pursuant to Section 4.5.2.(ii). Manager shall notify UPRD within a reasonable time of any situations that Manager has identified as unsafe or hazardous and the remedial actions undertaken or proposed.

5.1.8 Perform such other tasks, upon the reasonable request of UPRD, as are customary and usual in the operation of a club and golf course of a class and standing consistent with the Property.

5.1.9 The Manager recognizes that the ultimate responsibility for success rests with the UPRD Board and will make its best efforts to implement policies, priorities, plans and instruction as may be provided by the UPRD Board.

5.2 Financial and Banking Matters. UPRD shall establish one bank account as the Country Club Account(s) and shall designate the General Manager, the Finance Director, the Director of Property and Facilities and the UPRD Board Treasurer as signatories. The General Manager's, Finance Director's, and Director of Property and Facilities' signature authority is limited to \$50,000 (except transfers to pay payroll); expenditures greater than \$50,000 (except

transfers to pay payroll) shall require a counter signature by either the UPRD Board Chairman or Treasurer. For the avoidance of doubt, each of the General Manager, Finance Director and Director of Property and Facilities shall have the authority, acting singly, to make transfers in excess of \$50,000 for payroll purposes only. Notwithstanding the foregoing, signatories on any expenditures shall comply with the provisions of the UPRD Charter (Manatee County Ordinance 18-29).

5.2.1 Oversee the collection and deposit into the Country Club Account all Gross Revenue.

5.2.2 Oversee the payment of all Operating Expenses from the Country Club Accounts.

5.2.3 Review and approve in advance all Service Contracts, leases and significant vendor relationships.

5.2.4 Within fifteen (15) calendar days following the close of each month, provide to UPRD monthly financial reports disclosing variances between budgeted amounts and actual amounts to date.

5.2.5 Perform the accounting and financial services listed below in respect of the operations of the Property:

(a) All accounting and bookkeeping responsibilities in accordance with GAAP and standards established by Florida law, except preparation of the UPRD's federal income tax returns.

(b) Reconciliation of cash accounts within ten (10) days following electronic statement availability.

(c) Management of the annual independent audit.

(d) Bidding, analysis and management of all insurance coverage.

(e) Management and monitoring of the Purchase Order system.

(f) Checking accuracy of vendor and contractor invoices and issuance of 1099 forms where required.

5.3 Personnel and Employment Matters. All personnel employed at the Property shall at all times be employees of Manager.

5.3.1 Manager shall be responsible to (i) hire, train, supervise, discipline, discharge, and promote all employees at the Property, (ii) establish their compensation and fringe benefits, and (iii) generally establish and maintain all policies relating to employment and employment benefits, all subject to the UPRD Annual Operating Budget.

5.3.2 All costs of every kind and nature pertaining to all employees at the Property (including the General Manager) arising out of an employer-employee relationship,

including, without limitation, salaries, wages, fringe benefits, bonuses, relocation costs, severance payments, medical and health insurance, pension plans, social security taxes, workers' compensation insurance, costs associated with employee recruitment or separation, employment-related legal costs, and costs incurred in connection with governmental laws and regulations and insurance rules, shall be an expense of UPRD and be deemed an Operating Expense of the Property, subject to the UPRD Annual Operating Budget. All salaries, wages and such other employment-related costs shall be invoiced by the Manager of the UPRD and paid by the UPRD when due out of the Country Club Account. Any such amounts ("Compensation") that are not paid when due because of insufficient revenues of the Property will accrue interest at a rate of 3% per year and UPRD will pay such unpaid Compensation in full no later than the earlier of (i) five years from the date the Compensation was originally due, and (ii) termination of agreement, subject to the UPRD Annual Operating Budget.

5.3.3 No Compensation will be based on net profits (or gross revenues and expenses) or net losses of the Property, and no amount paid to a related party of the Manager for services or goods provided by that party for the Property will be based on net profits (or gross revenues and expenses) or net losses of the Property, and all such amounts paid in Compensation or to a related party will be comparable to fees charged for providing similar services at similarly situated country club facilities.

5.4 Capital Replacements. UPRD recognizes the necessity of replacement of equipment and other items utilized in the operation of the Property due to age, wear, condition or obsolescence ("Capital Replacements"). Manager shall prepare estimates of the necessary expenditures for Capital Replacements for each year and shall include such amounts in the Annual Business Plan. The costs and expenses for all Capital Replacements shall be paid out of the Country Club Accounts to the extent funds are available, unless the UPRD authorizes and makes available additional funds for Capital Replacements. Notwithstanding anything in this Agreement to the contrary, UPRD must approve any disposition of any property that is part of the Property financed with bonds issued by UPRD.

6. INSURANCE

6.1 Required Coverage. Manager, on behalf of and in the name of UPRD, will procure and maintain, at all times during the term of this Agreement, a minimum of the following insurance:

6.1.1 Insurance on the University Park Country Club and contents, including the golf course, all buildings, and other structures and the contents thereof, including without limitation the furnishings and equipment and operating inventories, against loss or damage by fire, lightning or any other perils insurable under the form of "all risk" coverage then available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available), in an amount equal to the full replacement value of the improvements and contents and with no co-insurance provisions. Manager shall be named as an additional insured.

6.1.2 Business interruption and extra expense insurance covering actual losses sustained due to fire, lightning and other perils insurable under the form of "all risk"

coverage than available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available) in an amount equal to the annual business interruption values and with no co-insurance provisions.

6.1.3 Comprehensive public liability insurance, including bodily injury, personal injury, property damage, products liability, contractual liability covering the provisions of this Agreement, and liquor liability, in an amount not less than Five Million Dollars (\$5,000,000.00) single limit combined primary and umbrella coverage.

6.1.4 Automobile liability, including non-owned and hired car coverage, in an amount not less than One Million Dollars (\$1,000,000.00) single limit per occurrence.

6.1.5 Workers compensation insurance covering all employees of the Manager.

Manager shall provide UPRD with certificates of such coverages on an annual basis.

6.2 Annual Approval by UPRD. The foregoing insurance coverage and limits shall be reviewed by the UPRD Board annually during the Business Plan Review Period.

6.3 Rating of Insurance Companies. All insurance coverage provided for under this Section 6 shall be secured through policies issued by insurance companies licensed in the State of Florida of good reputation and of sound and adequate financial responsibility having a general policy holder's rating of not less than "A" and a financial rating of not less than Class "X" in the most current edition of Best's Insurance Reports.

6.4 Notice of Claims. UPRD and Manager shall give prompt notice to the other of any third-party claims made against either or both of them, and shall cooperate fully with each other and with any insurance carrier to the end that all such claims will be properly investigated, defended and adjusted. Manager shall not hire any attorneys to defend any such claim against UPRD without UPRD's consent and without the consent of the applicable insurance carrier.

7. **OBLIGATIONS AND RIGHTS OF UPRD**

7.1 Obligations of UPRD. UPRD shall cooperate with Manager to enable Manager to carry out its obligations and responsibilities under this Agreement. This cooperation by UPRD shall include, but shall not be limited to, the following:

7.1.1 Performing all contractual obligations to which it is, at any time, a party relating in any way to the Property, including, without limitation, those agreements which Manager enters into on behalf of UPRD pursuant to this Agreement.

7.1.2 Cooperating with Manager and promptly responding to all inquiries and requests for information, documentation or approvals to enable Manager to carry out its obligations under this Agreement.

7.1.3 To the extent that funds are not available from the Country Club Accounts, payment for all Operating Expenses of the Property as contemplated in the Annual

Operating Budget or otherwise authorized in accordance with this Agreement and funding of all Capital Replacements.

7.2 UPRD's Inspection and Audit Rights. UPRD shall be entitled to inspect, review and audit at any time during normal hours of operation all of Manager's books and records and accounts and financials records, to the extent relating to the Property, upon delivery of written notice to Manager at least twenty-four (24) hours in advance.

7.3 Computer Software. All computer systems and software used by the Manager for the management of the Property shall belong to the UPRD.

8. MISCELLANEOUS

8.1 Assignment. This Agreement cannot be assigned in whole or in part by either party without the express written consent of the other party.

8.2 Venue and Governing Law. Should there be any dispute between the parties to this Agreement that results in litigation, the parties agree that any litigation will occur in Manatee County, Florida. Any disputes will be adjudicated under the laws of the State of Florida. The prevailing party in any dispute will receive its reasonable attorney's fees and costs.

8.3 Entire Agreement and Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No other oral or written agreements exist between the parties that would in any way substitute, modify or amend this agreement. Any amendments or modifications to this agreement must be contained in a written document executed by the parties.

8.4 No Inconsistent Tax Position. The Manager covenants not to take a tax position inconsistent with it being a Manager of the Property.

8.5 Public Contract. The following provisions are included pursuant to Florida Statutes Section 119.0701.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**PFM GROUP CONSULTING, LLC
3501 Quadrangle Boulevard
Suite 270
ORLANDO, FL 32817
ATTN: Vivian Carvalho**

The Manager will comply with public records laws, specifically, the Manager will:

1. Keep and maintain public records required by UPRD to perform the service.
2. Upon request from UPRD's custodian of public records, provide UPRD 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 this chapter or as otherwise provided by law.
3. 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 contract if the Manager does not transfer the records to UPRD.
4. Upon completion of the contract, transfer, at no cost, to UPRD all public records in possession of the Manager or keep and maintain public records required by UPRD to perform the service. If the Manager transfers all public records to UPRD upon completion of the contract, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Manager keeps and maintains public records upon completion of the contract, the Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to UPRD, upon request from UPRD's custodian of public records, in a format that is compatible with the information technology systems of UPRD.

8.6 E-Verify. The Manager shall comply with the requirements of Section 448.095, Florida Statutes. Further, if Manager utilizes a subcontractor, the Manager shall require the subcontractor to comply with the requirements of Section 448.095, Florida Statutes.

8.7 No Recording. This Agreement is a contract between the Manager and a State of Florida recreation district and consequently is available for review and inspection by the public. The Agreement will be available on the UPRD website, but it shall not be recorded in the public records of any government.

8.8 Counterparts. This Agreement may be executed in multiple counterparts by the parties and all of the counterparts, taken together, will constitute one and the same instrument.

8.9 Validity Based Upon Delegation. This Agreement is valid only to the extent that the Board of Supervisors of UPRD is authorized to delegate specific duties and responsibilities pursuant to the UPRD charter and applicable documents and the laws of the State of Florida. The UPRD will hold Manager harmless for any claims of wrongful delegation by the UPRD.

8.10 Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

8.11 Schedules & Exhibits. All of the schedules and exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

8.12 Successors. The provision of this Agreement shall be binding upon and shall inure to the benefits of all parties hereto and their respective successors and assigns.

8.13 Waiver. No waiver of any of the terms of this Agreement shall be valid unless such waiver is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

8.14 Construction of this Agreement. The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

8.15 Authority to Execute. Each of the parties hereto covenants to the other that it has the lawful authority to enter into this Agreement and that the officer executing this Agreement has the authority to do so and to bind his or her respective party.

The parties have executed this Agreement as of the Effective Date.

UPRD:
University Park Recreation District, a Florida Recreation
District

Signature of Witness #1

Print Name of Witness #1

Signature of Witness #2

Print Name of Witness #2

By: _____

Print Name _____

Title: _____

MANAGER:
Park Boulevard Management, LLC, a Florida limited
liability company

Signature of Witness #1

Print Name of Witness #1

Signature of Witness #2

By: _____

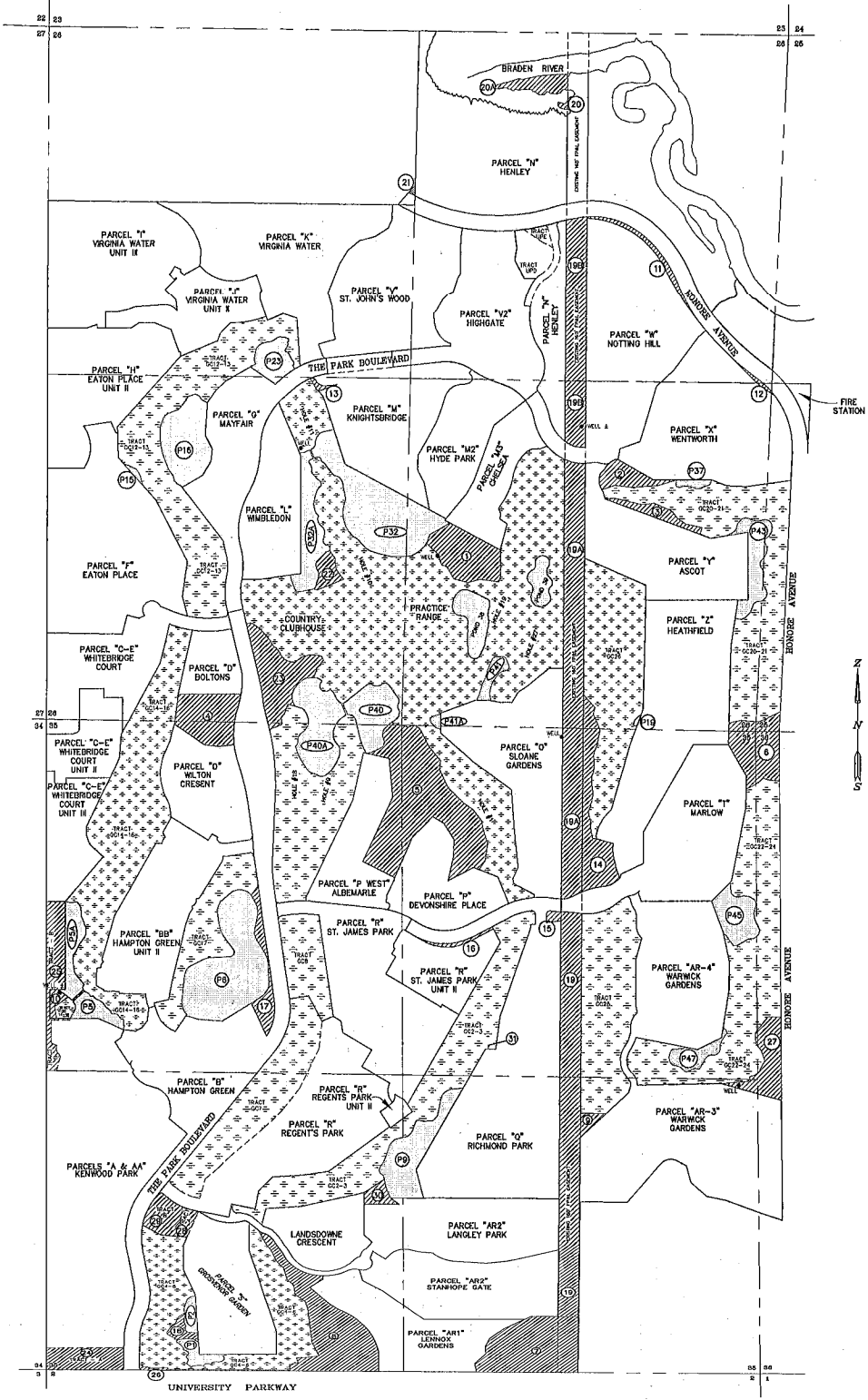
Print Name: _____

Title: _____

Print Name of Witness #2

Exhibit A

[See Attached Map of University Park Country Club Real Property]



- COUNTRY CLUB
- LANDS OWNED BY DEVELOPER
- GOLF COURSE NOT PLATTED (PLATTED TRACTS "GC7" & "GC8")
- PONDS
- PARCEL NUMBER
- POND PARCEL NUMBER

SKETCH
 OF
UNIVERSITY PARK PARCELS
 LOCATED IN
 SECTIONS 25, 26, 35 & 36, TOWNSHIP 36 SOUTH, RANGE 18 EAST
 MANATEE COUNTY, FLORIDA

H:\Data\Projects\University Park\Draw\CountryClub\Draw-200403.dwg (1/20)

ZNS ENGINEERING
 Land Planning Engineering Surveying Estimating Architecture
 10000 University Parkway, Suite 100
 Tampa, Florida 33613-4000
 Phone: 813-988-2000 Fax: 813-988-2001
 www.zns-engineering.com

FILE: H:\Data\Projects\University Park\Draw\CountryClub\Draw-200403.dwg DATE: 11/11/04 TIME: 10:11:11 AM SHEET: 1 OF 1
 DRAWN: JTB CHECKED: JTB PLOT: 11/11/04 10:11:11 AM

University Park Recreation District

**Resolution 2021-22,
Approve Agreement with Park Boulevard
Management, LLC, Chair to Sign the
Contract.**

RESOLUTION 2021-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT, APPROVING THE COUNTRY CLUB MANAGEMENT AGREEMENT WITH PARK BOULEVARD MANAGEMENT, LLC; AUTHORIZING THE CHAIR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Park Recreation District (hereinafter the "District") is a recreational district created by Manatee County Ordinance 18-29 (the "Charter"), pursuant to the provisions of Chapter 418, Florida Statutes; and

WHEREAS, the District is empowered under the Charter and Chapter 418, Florida Statutes to operate and manage the Golf Course and other District property for the benefit of its residents, and in furtherance thereof to exercise the rights and privileges under the laws of the State of Florida; and

WHEREAS, the District desires to enter into a new agreement with Park Boulevard Management, LLC (PBM") to affirmatively manage the Golf Course and other District Property for the benefit of the District.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT:

1. The Country Club Management Agreement, attached and incorporated herein by reference, as Exhibit "A" is hereby approved.
2. The Chair is authorized to execute the contract.
3. This Resolution shall supersede any resolutions in conflict and become effective upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2021.

ATTEST:

BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT

Secretary

James Case, Chairman

Exhibit "A"

COUNTRY CLUB MANAGEMENT AGREEMENT

University Park Recreation District

Review & Consideration of Pickleball
RFP Responses

University Park Recreation District

**Resolution 2021-23,
Selection of the D.L. Porter Constructors
Inc. as the Top Ranked Proposer to
Construct the Pickleball Court Project**

RESOLUTION 2021-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT SELECTING A CONTRACTOR FOR THE CONSTRUCTION OF THE PICKLEBALL COURT PROJECT; AUTHORIZING THE CHAIR AND CLUB MANAGER TO NEGOTIATE A CONTRACT CONSISTENT WITH THE REQUEST FOR PROPOSALS, AUTHORIZING THE CHAIR TO EXECUTE THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Park Recreation District (hereinafter the "District") is a recreational district created by Manatee County Ordinance 18-29 (the "Charter"), pursuant to the provisions of Chapter 418, Florida Statutes; and

WHEREAS, the District is empowered under the Charter and Chapter 418, Florida Statutes to operate and manage the Golf Course and other District property for the benefit of its residents, and in furtherance thereof to exercise the rights and privileges under the laws of the State of Florida; and

WHEREAS, the District considered for Requests for Proposal to construct the Pickleball Court Project; and

WHEREAS, the Responses to the Request for Proposal were ranked and presented to the Board of Supervisors ("Board").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT:

1. D.L. Porter Constructors, Inc. is selected as the top proposer to the RFP. There is no second ranked proposer.
2. The Chair and Club Manager are authorized to negotiate a contract consistent with the RFP.
3. If a contractor cannot be negotiated with, the top ranked proposer by October 10, 2021, the Chair shall inform the Board and the Chair and the Club Manager shall investigate a substitute proposer.
4. Upon negotiating a contract consistent with the RFP and approved by the District's attorney, the Chair is authorized to execute the contract.

5. This Resolution shall supersede any resolutions in conflict and become effective upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2021.

ATTEST:

**BOARD OF SUPERVISORS OF THE
UNIVERSITY PARK RECREATION
DISTRICT**

Secretary

James Case, Chairman

University Park Recreation District

Monthly Board of Supervisors Reports

University Park Recreation District

Ratification of Payment Authorization # 55 &
56

University Park Recreation District

8/12/2021

Payment Authorization No. 55

O&M - General Fund Expenses

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Blalock Walters	40896-000-33	General Representation - July 2021	\$ 6,611.96
Blalock Walters	40896-016-21	V. Patricia Lester	\$ 235.00
Philips Harvey Group	13923	Accounting Matters - July	\$ 475.00
McClatchy Company, LLC	45881	Notice of Public Meeting - July 2021	\$ 133.38

O&M - General Fund Expenses Total	\$ 7,455.34
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Asst. Secretary/Secretary

 8/12/21

Asst. Treasurer

University Park Recreation District

8/25/2021


Payment Authorization No. 56

O&M - General Fund Expenses

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
PFM	DM-08-2021-50	District Management Fee: August 2021	\$ 5,833.33
PFM	116552	Billable Expenses	\$ 146.24
PFM	OE-EXP-08-41	Fedex: July 2021	\$ 0.88
Vglobal Tech	2994	ADA Website Maintenance	\$ 208.33

O&M - General Fund Expenses Total	\$ 6,188.78
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Asst. Secretary/Secretary

 8/26/2021

Asst. Treasurer