

# University Park Recreation District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 Phone: 407-723-5900 Fax: 407-723-5901

<http://universityparkrd.com/>

The **Continued Meeting** of the **University Park Recreation District** will be held on **Wednesday, January 17, 2024, at 9:00 a.m.** at the Community Center located at 8301 The Park Boulevard, University Park, FL 34201 and or virtually.

**Meeting ID:** 845 8893 8513

**Passcode:** 755354

**Join meeting via Zoom:**

<https://us02web.zoom.us/j/84588938513?pwd=eUE4Q3BTNGVNLNXBsOGViRXk1cWo2QT09>

## **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]*

### **Staff Report Matters**

1. District Counsel
2. District Manager
3. Club Management

### **Business Matters**

4. Consideration of Resolution 2024-09, Approving the Golf Course Irrigation System
5. Consideration of Resolution 2024-12, Bond Validation

Date	Meeting Type	Time	Location	Note
January 30, 2024	Workshop Meeting	2:00 PM – 4:00 PM	University Park	Community Center
February 9, 2024	Board Meeting	1:00 PM	University Park	Community Center

6. Supervisor Requests & Comments

### **Adjournment**



# **University Park Recreation District**

**Resolution 2024-09,  
Authorize the Chair to Sign Agreement and  
Addendum with Leibold Irrigation, Inc.**

**RESOLUTION 2024-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT AUTHORIZING THE CHAIR TO EXECUTE AN AGREEMENT AND ADDENDUM WITH LEIBOLD IRRIGATION, INC.; 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 published a Request for Proposals to perform golf course maintenance (“RFP”); and

**WHEREAS**, Leibold Irrigation, Inc. was the sole proposer to submit a responsive proposal to the RFP.

**WHEREAS**, Resolution 2021-08 authorized the Chair and Club Manager to Negotiate a contract consistent with the RFP.

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

1. Chair is authorized to execute the Agreement with Addendum in a form substantially consistent with the Agreement attached hereto as Exhibit “A”.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Sally Dickson, Chair

EXHIBIT "A"

## **AGREEMENT**

This agreement was made and entered into this day of \_\_\_\_\_, 2023, by and between UNIVERSITY PARK COUNTRY CLUB, herein after referred to as the Owner, and LEIBOLD IRRIGATION, INC., hereinafter referred to as the Contractor. Unless otherwise stated in this Agreement or supporting documents, words and abbreviations which have well-known technical, or golf industry meanings are used in the Agreement and supporting documents in accordance with such recognized meanings. In the interest of brevity, this Agreement and its supporting documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **WITNESSETH:**

That this Contractor, in consideration of the agreement herein made by the Owner, agrees with the Owner as follows:

### **ARTICLE 1 – CONTRACTOR RESPONSIBILITIES:**

The Contractor shall furnish all labor, equipment and other facilities and shall perform all work necessary or proper for, or incidental to, the irrigation improvements at the University Park Country Club, 7671 The Park Blvd, University Park, Florida 34201 as outlined in the plans prepared by Aqua Turf International dated 9-20-22 for the Owner in strict accordance with the plans and any future changes made therein as hereinafter provided, to the satisfaction and approval of the Owner, and shall perform all other obligations and assume all liabilities imposed upon it by this Agreement.

The work shall consist of and include: all labor and equipment; excavation and backfill of all trenches; connections to water and electrical utilities; tools; materials and component parts; flushing, testing, and adjustments; and all other items described below.

### **ARTICLE 2 – CONTRACT SUM:**

Owner shall pay Contractor the Contract Sum in current funds for Contractor’s performance of this Agreement. The Contract Sum shall be Three Million Ninety-Eight Thousand Nine Hundred Fourteen Dollars and 78 Cents (\$3,098,914.78), subject to additions and deductions as provided in this Agreement.

### **ARTICLE 3 – PAYMENTS:**

Each month Contractor shall submit to Owner an invoice for all work performed during the previous month. Progress payments less the retainage of 10% shall be made on or before the 30<sup>th</sup> day of each month based on work completed through the 25<sup>th</sup> day of the preceding month. All project materials shall be purchased directly by The Owner. The project materials are reflected on the referenced and attached materials quote from Wesco Turf dated 12-1-23 and Pro Pump and Controls dated 11-28-23. The Contractor shall be responsible for ordering, receiving and storing all Owner purchased installation materials.

The Contractor shall make prompt and full payments to all persons furnishing labor and/or services under this contract; and hold the Owner harmless from all costs resulting from its failure to do so. Lien releases covering material paid for by Owner shall accompany the next payment request.

Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the rate of 1.5% per calendar month.

It is further mutually agreed between the parties hereto that no certificates given, or payment made under this contract, except for final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

In the event a lien is filed or claimed against the work by any subcontractor, sub-subcontractor, laborer or supplier of materials for any reason other than Owner's failure to make timely payment to Contractor as herein provided, the Contractor agrees immediately cause such lien to be discharged. If Contractor fails to a claim, Owner may retain amounts in addition to retainage sufficient to pay such claim until the claim is resolved.

#### **ARTICLE 4 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:**

The contractor shall commence the project starting May 6, 2024, with final completion November 9, 2024.

The contractor agrees that the work shall be done regularly, diligently, and uninterruptedly (subject to submitted schedule of work) at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between Contractor and Owner that the time specified for substantial completion of the work is a reasonable time for the substantial completion of the work. Contractor shall not be charged with damages or any excess cost when delays occur, the cause of which Contractor is without fault, and Contractor's reasons for a time extension are acceptable to Owner, provided, further, that the Contractor shall not be charged with damages or any excess when a delay in completion of the work is due to unforeseeable cause beyond the control and without fault or negligence of Contractor, including, but not limited to acts of god, or of the public enemy, acts of Owner, acts of another contractor in the performance of a contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather, governmental action, or severe rock excavation. The contractor shall, within ten days from the beginning of any such delay, notify Owner of the causes of the delay.

#### **ARTICLE 5 – OWNER'S RIGHT TO DO WORK:**

If Contractor should neglect to perform the work properly or fail to perform any provision of this Agreement, Owner, after seven days written notice to Contractor, may without prejudice to any other remedy Owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**ARTICLE 6 – OWNER’S RIGHT TO STOP WORK AND TERMINATE CONTRACT:**

If Contractor should file for bankruptcy, or if Contractor should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of Contractor’s insolvency, or if he should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to maintain the project schedule, or if Contractor should fail to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, ordinances or the instructions of the engineer or otherwise be guilty of a substantial violation of any material provision of the contract, then the Owner, may without prejudice to any other right or remedy, and after given the Contractor seven days notice in writing, terminate the employment of the Contractor and take possession of the premises and all materials thereon and finish the work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation and additional managerial and administrative service, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to Owner upon ten days written demand by Owner.

**ARTICLE 7 – CONTRACTOR’S RIGHT TO STOP WORK AND TERMINATE CONTRACT:**

If the work should be stopped or delayed under an order of any court or other public authority through no fault or act of Contractor, or of anyone employed by him, or if the Owner should fail to issue any payment within ten days after it is due, or if the Owner should fail to pay Contractor within ten days of its maturity and presentation of any sum, then Contractor may stop work or terminate this contract and recover from the Owner payment for all expenses incurred and/or all work executed, including but not limited to materials, labor, and equipment.

**ARTICLE 8 – ARBITRATION:**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled in accordance with the construction industry arbitration rules of the American Arbitration Association, and judgment upon any award may be entered in any court having jurisdiction thereof.

**ARTICLE 9 - GUARANTEE:**

The contractor shall be responsible for furnishing a completed, fully operational irrigation system, free from defects in material and workmanship. It shall be the Contractor’s responsibility to repair all leaks, and repair or replace all deficient materials prior to the Owner’s acceptance of the described work. The work included in this Agreement shall be guaranteed by contractor to be free from all defects in material and workmanship for a period of one year after Owner’s final acceptance of the described work. The contractor shall extend to the Owner all warranties that apply to equipment found to be defective in either materials or workmanship, as extended by the manufacturer and/or distributor to Contractor.

It shall be the Owner's responsibility to maintain the golf area in working order during the warranty period, performing necessary minor maintenance, keeping grass from obstructing sprinkler heads, and preventing vandalism and other damage during grounds maintenance.

**ARTICLE 10 – INTERPRETATIONS AND EXPLANATIONS:**

It is understood and agreed by and between the parties that the work included in this contract is to be done under the direction of the Owner or its designers. Such additional explanations as may be necessary to detail and illustrate the work to be done are to be furnished by the Owner or its designated designer and they shall be consistent with the purpose and intent of the original plans and specifications referred to in Article I.

**ARTICLE 11 – ALTERATIONS/EXTRAS:**

No alteration shall be made to the work except upon the written order of the Owner. The amount to be paid by the Owner or allowed by the Contractor by virtue of such alterations shall be stated in said written order.

Notwithstanding the preceding paragraph, minor additions to or deletions from the quantity of units installed in reference to the plans and bid will be reimbursed to the Contractor or Owner based on the unit prices provided by Contractor. Major additions constitute the addition of material required to areas not currently in the bid set of plans. Relocating material on any given area does not constitute an addition or deletion in billable quantities. The Contractor shall submit an itemized invoice to the Owner for approval, prior to commencing work, covering all labor and material for the addition at the Contractor's cost, to which a reasonable percentage of overhead and profit will be added.

**ARTICLE 12 – INSPECTION OF WORK AND MATERIALS:**

The Contractor shall provide sufficient and proper facilities at all times for the inspection of the work by the Owner or its designated designers.

**ARTICLE 13 – ENUMERATION OF THE CONTRACT DOCUMENTS:**

The contract documents consist of each one of the following:

1. This agreement.
2. The Leibold Irrigation Proposal dated 10-29-23 and Cover Letter dated 10-28-23.
3. Plans provided by Aqua Turf International dated 9-20-22.
4. Wesco materials quote dated 12-1-23 and Pro Pump and Controls materials quote dated 11-28-23 reflecting the project materials to be purchased directly by the club.

If there are any conflicts between any of the provisions of this Agreement and provisions contained in the other documents named above, this Agreement shall govern.



**ARTICLE 14 – OWNERSHIP OF REAL PROPERTY ON WHICH WORK IS TO BE PERFORMED:**

University Park Country Club affirmatively states that it is the owner of the real property upon which the work is to be performed and agrees to provide Contractor with evidence of ownership upon request.

**ARTICLE 15 - PROTECTION OF WORK AND PROPERTY:**

Contractor shall take measures to protect the Owner's property at all times during the performance of the work. Contractor shall be liable for all damage to equipment, roadways, utilities, grounds, or other structures resulting from the performance of the work by Contractor's employees, subcontractors, or other agents acting on the Contractor's behalf. The Contractor shall not be responsible for damage to existing irrigation or drainage lines that are not properly marked/identified by the owner prior to excavation.

Contractor shall be responsible for contacting all utility companies, or the consolidated locating service serving Owner's property, to verify and mark the location of all utilities on the property prior to commencing work, and Contractor shall be liable for damage to any properly marked utilities.

**ARTICLE 16 – EXISTING IRRIGATION SYSTEM:**

The contractor shall keep the existing irrigation system operational during its work to facilitate maintenance of the golf course. When it is necessary to de-activate the existing system or portions thereof, Contractor shall coordinate with the golf course Superintendent so as not to unduly hamper his maintenance work.

**ARTICLE 17 – CONDUCT OF THE WORK:**

Contractor shall give efficient supervision to the work using his best skills and attention. He shall carefully review and compare all drawings, specifications and other instructions and shall at once report to the Owner any error, discrepancy or omission that he may discover.

The contractor shall coordinate his work with other trades, and in particular the maintenance operation on existing landscape areas.

Contractor shall confine its operations to the area of work and to the areas allotted Contractor by Owner for material and equipment storage.

During the work, Owner shall erect proper protective devices to warn and/or prevent the general public and maintenance personnel of and from the danger of construction activities.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1)

all Contractor's and Subcontractor's employees on the work, Owner's employees, members of the general public, and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

The contractor shall be responsible for all risk of loss for all supplies, materials and equipment delivered and stored on site which may or may not be incorporated into the work, until final acceptance of the completed project.

**ARTICLE 18 - SUPERVISION:**

The contractor shall provide a competent superintendent and any necessary assistants experienced in the work they are to perform. The superintendent shall be permanently assigned to this project and shall represent Contractor. All decisions and actions taken by the superintendent acting on the Contractor's behalf shall be binding upon the Contractor.

**ARTICLE 19 – WORKMANSHIP:**

All work shall be performed in a manner exhibiting the highest level of workmanship for the type of work to be performed. The contractor shall furnish and maintain on site sufficient personnel, equipment, and materials necessary to complete the work in an efficient manner and within the terms of the plans and specifications. All materials furnished shall be new.

**ARTICLE 20 – CLEAN-UP:**

During construction, Contractor shall remove waste materials from the site recurrently as is necessary to maintain the premises in a clean and orderly condition. Upon completion of the work under this Agreement, Contractor shall remove from the site all temporary structures, debris, and waste incident to the work.

**ARTICLE 21 – SCHEDULE OF WORK:**

The Contractor has or shall submit to the Owner a work schedule showing the approximate dates that the various items of work will begin and end. The contractor shall notify the Owner of any delays in work that will result in noncompliance with the time limits set under the contract.

**ARTICLE 22 – INSURANCE:**

Contractor shall furnish satisfactory proof of insurance with insurance carriers satisfactory to Owner and in such forms as shall be satisfactory to Owner to protect Contractor against loss from liability imposed by law from damages on account of bodily injury, including death resulting there from, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this Agreement or any subcontract there under, and also to protect said Contractor against loss from liability imposed by law for damage to any property caused directly or indirectly by the performance or execution of this Agreement or any subcontract there under, which insurance shall also cover accidents arising out of the use and operation of automobiles and trucks.

All liability policies maintained by Contractor or a Subcontractor (if necessary and approved by owner) shall name Owner and such others who shall have an interest in the site as Owner may reasonably designate, including, without limitation, any mortgagee, as an additional insured and policies or certificates of such insurance shall be delivered to such insured(s) prior to commencement of any work by Contractor or Subcontractors (if necessary and approved by owner). No policy shall contain any provisions for exclusion of explosion, collapse, or for exclusion as to property in the care, custody or control of the insured, or for any exclusion from liability other than those exclusions in the standard basic unamended and unendorsed form of policy. No exclusions shall be permitted in any event in any policy if it conflicts with the coverage expressly required under this Agreement (including but not limited to any exclusion for personal or bodily injury or sickness, disease or death of any person, or injury to or destruction of tangible property) or which would conflict with or in any way impair coverage under the contractual liability insurance required of Contractor and any Subcontractors (if necessary and approved by owner) under this Article. The minimum limits of liability insurance to be carried by Contractor, as set forth above shall not limit the contractor's liability under any indemnification provisions of the General Conditions, nor relieve Contractor or Subcontractors (if necessary and approved by owner) from any other liability under this Agreement.

In the event of the failure of Contractor or a Subcontractor (if necessary and approved by owner) to purchase and maintain any insurance required to be purchased and maintained hereunder and/or provide Owner with the policies or certificates thereof, Owner shall have the right, but not the obligation, (i) to purchase and maintain said insurance for and in the name of Contractor or such Subcontractor (if necessary and approved by owner) and such amounts may be deducted from any amounts owing to contractor or such Subcontractor (if necessary and approved by owner), or (ii) if such failure to comply with the provisions of this subparagraph after notice by Owner to contractor, to terminate the Agreement.

#### **ARTICLE 23 – CONTRACTOR AS AN INDEPENDENT CONTRACTOR:**

Contractor is an independent contractor and shall within the terms of this Agreement, and at no additional expense to Owner, comply with all laws, ordinances, and regulations of all governing agencies having jurisdiction over the work. The contractor shall obtain all necessary licenses, pay federal and state taxes required for the performance of the work. The Contractor shall pay all insurance and contributions for Social Security and unemployment for all wages, salaries and other forms of payments made to the Contractor's employees as a result of the work.

#### **ARTICLE 24 – DAMAGES:**

If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by the other party, whether as the other party's employee, agent or subcontractor (if necessary and approved by owner), then the damaged party shall be reimbursed by the other party for such damage.

#### **ARTICLE 25 – FINAL ACCEPTANCE:**

Within ten (10) working days of Contractor's notification that the project is complete the Owner or Owner's representative shall inspect the job and, if necessary, provide a punch list of items

requiring corrective action to conform to the plans and specifications. Completion of all corrective action on the punch list to Owner's satisfaction, and final payment of retention to Contractor will constitute final acceptance of the project. The Contractor shall provide to the Owner or Owner's representative all "As-Built" information as described in the specifications prior to final acceptance.

This Agreement entered as of the day and year first written above.

**UNIVERSITY PARK COUNTRY CLUB**

**LEIBOLD IRRIGATION, INC.**

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

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

Its:

Its:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**UNIVERSITY PARK RECREATION DISTRICT  
ADDENDUM FOR PROFESSIONAL SERVICES AGREEMENT FOR UNIVERSITY  
PARK COUNTY CLUB WITH LEIBOLD IRRIGATION, INC.**

This Addendum (the “Addendum”) is an addendum to the Agreement for University Park Country Club (the “Agreement”) between University Park Recreation District (the “District”) and Leibold Irrigation, Inc. (the “Contractor”). The provisions of this Addendum shall prevail over any conflicting terms contained in the Agreement.

**MODIFICATIONS:**

The following modifications shall be made to the agreement:

1. The parties to the agreement are Contractor and the District. As such, “Owner” shall be revised to refer to the “District.”
2. Article 3 – Payments, shall be modified to reflect that payment of invoices shall be made in accordance with Florida’s Prompt Payment Act. Further, the last paragraph of Article 3 shall be amended and replaced to read as follows:

“In the event a lien is filed or claimed against the work by any subcontractor, sub-subcontractor, laborer or supplier of materials for any reason, the Contractor agrees to immediately cause such lien to be discharged. If Contractor fails to discharge a claim, District may retain amounts in addition to retainage sufficient to pay such claim until the claim is resolved.”

3. Article 4 – Date of Commencement and Substantial Completion shall be modified to reflect that any delay by the Contractor shall be approved in writing by the District. The first paragraph of Article 4 shall be amended and replaced to read as follows:

“The Contractor shall commence the project starting May 6, 2024, upon issuance of a written Work Order Authorization (“WOA”) from the Manager. The District reserves the right to perform the services contemplated in the Agreement in agreed upon phases. In the event the District exercises such right, it will provide the Contractor with an amended Schedule of Work and seek approval of the same by the Contractor. If the Contractor is not in agreement with the amendment, the Agreement shall terminate, and the parties shall remain obligated to the other only for any performance required prior to the termination. The parties shall thereafter be released of all further obligations in any way related to this Agreement. Final completion shall be November 9, 2024, or three months after the issuance of the WOA, whichever is later.”

4. Article 6 – Article 6 shall be amended and replaced to read follows:

“6.1 Termination for Default. Contractor acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in any resulting Agreement, are

material inducements to District entering into the resulting Agreement. Should Contractor fail to perform any of the conditions, covenants and requirements of its part to be kept, the District, shall give written notice thereof to Contractor specifying those acts to things which must occur in order to cure said default. Provided, however, if Contractor makes a good faith effort by taking steps to substantially cure the default, the District may grant Contractor additional time to cure such default as District deems warranted in its sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the District, may terminate the resulting Agreement, by written notice of termination, said notice specifying the time and date of termination.

6.2 Termination for Convenience. The performance of the Scope of Work under the resulting Agreement may be terminated by the District, in whole or in part whenever the District, determines that termination is in the District's best interest. Any such termination shall be affected by the delivery to the Contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the resulting Agreement is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

6.3 Payment and Ownership of Documents upon Termination. In the event of termination of the resulting Agreement, the Contractor shall cease work and shall deliver to District all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional certification. The Contractor shall reimburse the District for any stored items that the District has previously purchased. District shall upon delivery of the aforesaid documents, pay Contractor as full payment for its services hereunder, a sum of money equal to the percentage of the work done by Contractor and accepted as satisfactory by District.

6.4 Waiver. Failure of the District to take any action with respect to any breach of any term, covenant or condition contained in the resulting Agreement, or any instance of default thereunder by the Contractor, should not be deemed to be a waiver of any default or breach by the District.”

5. Article 22 – Insurance, shall be deleted in its entirety and replaced with the following:

**Insurance**

Contractor will not commence any work under the Agreement until all insurance under this section and such insurance coverage as might be required by the District has been obtained. Contractor shall obtain, and submit to the District within ten (10) calendar days

from the date of the Agreement, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

**A) Workers' Compensation/Employers' Liability**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Agreement which is customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the resulting Contract Documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) \$100,000  
(Disease-Policy Limit) \$500,000  
(Disease-Each Employee) \$100,000

**B) Commercial General Liability**

The limits are to be applicable only to Work performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:  
Products/Completed Operations Aggregate \$1,000,000  
Personal and Advertising Injury \$1,000,000  
Each Occurrence \$1,000,000  
Fire Damage (Any One Fire) \$Nil  
Medical Expense (Any One Person) \$Nil

**ADDITIONAL INSURED:** District shall be specifically named as additional insured on the Commercial General Liability Policy.

**C) Professional Liability Policy**

Contractor shall have and maintain during the period of this Agreement, a professional liability insurance policy or policies affording professional liability coverage for the professional services to be rendered in accordance with this Agreement, in the minimum amount of \$1,000,000.00. Contractor shall maintain professional liability coverage for a minimum of three (3) years after completion of the services rendered herein.

**D) Complete Policies:** The entire and complete insurance policies required herein shall be

provided to the District on request. If the initial insurance expires prior to the completion of operations and/or services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the District thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the District in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the District or to any workers, suppliers, material men or employees in relation to this Agreement.

E) By way of its execution of this Agreement, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the District, as set forth in this Agreement; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the District and must be endorsed to provide same. Failure of District to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:  
**University Park Recreation District**  
**7671 The Park Boulevard**  
**University Park, FL 34201**

b. Certificate shall be mailed to:  
**7671 The Park Boulevard**  
**University Park, FL 34201**  
**Attn: General Manager- John Fetsick**

ADDITIONS:

The following provisions shall be added to the agreement:

**26. Appropriation of Funds:**

The Agreement is subject to the appropriation of funds in an amount sufficient to allow continuation of the District's performance in accordance with the terms and conditions of the Agreement. The District shall provide prompt written notice to the Vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of the Agreement, and, shall, effective fifteen (15) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, the Agreement shall



terminate and the District shall be thereafter released of all further obligations in any way related to this Agreement. The District shall be obligated to remit payment to the Contractor of any approved amounts incurred by the Contractor at the time of any termination under this Section.

**27. Prior Work Authorizations:**

Both parties agree that this Agreement shall remain as fluid and agile as possible, due to accommodate the District's need for flexibility as to financing of the irrigation system. As such, the Work Order Authorization (WOA) Process will be used throughout the Term of this Agreement to confirm services and costs as the parties move forward with the Agreement and to allow for the Agreement to be refined, revised, and modified, as necessary. Prior to purchasing any materials and/or performing any services to be provided by the Contractor pursuant to the terms of the Agreement, the Contractor shall complete a WOA for approval by the District. The WOA shall specifically identify the materials and/or services to be purchased/provided and all costs associated with the same. The Contractor shall submit the WOA in writing and obtain written approval of the District prior to moving forward with the purchase of materials and/or performance of the services identified in the WOA. In the event the Contractor moves forward with purchasing materials and/or performing services without an approved WOA from the District, the District shall not be liable for any costs and/or expenses incurred with such materials and/or services.

**28. Time is of the Essence/Extension of Time.**

District and Contractor recognize and agree that time is of the essence, and that District will suffer financial losses if the agreed timeframe is not achieved. Contractor may extend the Completion Date upon written approval of the District of a written change order requesting an extension. Contractor may also extend the Completion Date upon the occurrence of acts of force majeure beyond the control of Contractor, provided Contractor shall provide written notice of such delay within three (3) days following the occurrence. Any written change order requesting an extension of time shall state the specific number of days by which Contractor is requesting the Completion Date be extended.

**29. Notice:**

All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the District:           John Fetsick  
                                  University Park Country Club  
                                  General Manager

7671 The Park Blvd  
University Park, FL 34201  
[Jfetsick@universitypark-fl.com](mailto:Jfetsick@universitypark-fl.com)

with a copy to: Mark P. Barnebey  
District Counsel  
Blalock Walters, PA  
802 11<sup>th</sup> Street West  
Bradenton, FL 34205  
[mbarnebey@blalockwalters.com](mailto:mbarnebey@blalockwalters.com)

To the Contractor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**30. E-Verify:**

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Contractor hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the District.

**31. Public Records:**

To the extent applicable, Contractor shall comply with the requirements of Florida’s Public Records laws, specifically including the following:

- a. Contractor shall keep and maintain public records required by the District in order to perform the service;
- b. Upon request from the District, 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 Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. Contractor shall 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 agreement term and following completion of the agreement if Contractor does not transfer the records to the District;
- d. Contractor shall upon completion of the agreement, transfer, at no cost to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the agreement, Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District in a format that is compatible with the District's information technology systems; and,
  - e. Contractor acknowledges that all information relating to the contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE  
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY  
TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,  
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**PFM GROUP CONSULTING, LLC  
12051 CORPORATE BOULEVARD  
ORLANDO, FL 32801  
ATTENTION: VIVIAN CARVALHO**

**32. Assignment:**

Neither Party shall assign the Agreement to a third party without the written permission of the other Party.

**33. Governing Law/Venue:**

The laws of the State of Florida shall govern all provisions of this Agreement. The venue for any action or suit arising under the Agreement shall be Manatee County, Florida.

**34. Waiver:**

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

**35. Entire Agreement:**

This Agreement and attachments constitute the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

**36. Severability:**

If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

**37. Indemnification:**

Contractor does hereby indemnify and hold harmless the District, its officers, agents, and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons or entities employed or utilized by Contractor in the performance of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the District as set forth in Section 768.28, Florida Statutes.

**CONTRACTOR:**

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

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

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

**DISTRICT:**

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

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

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

# ProPump&Controls

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## University Park Country Club

7671 The Park Blvd  
University Park, FL 34201

### Project:

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ProPump and Controls to provide labor and material to replace the existing irrigation pump station. Proposal includes all required equipment, materials and labor to install the Watertronics manufactured product.

### Scope of Work:

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#### Existing station removal

- Disassembly and deconstruction of the existing irrigation station.
- Equipment rental and crane contractor as required
- Wet well dive inspection and clean out prior to new installation, performed by licensed and certified diver. Disposal of collected material off site
- Clean and prep concrete slab, remove existing skid anchors
- Off-site disposal of the old station material

#### Installation

- Coordinate with manufacturer for station engineering design and layout.
- Coordinate install scheduling with manufacturer and customer
- Station skid components and control cabinet to be engineered to fit the existing footprint.
- Station mechanical assembly as designed by manufacturer. Discharge transition pipe connection to the existing irrigation mainline.
- Level and align skid, piping, and pumps. Secure station components w/ provided concrete wedge anchors and plates
- Electrical connection to the existing service disconnects
- Install New 400A Service and 400A Manual Generator Transfer Switch w/ Built-In Cam-Lok Tap Box: Coordinate project with FPL and Manatee County Building Dept. Utilize existing meter can located near existing FPL transformer. Trench from transformer/meter to location of pump equipment. Install new underground PVC conduit and 480V 400A service cables. Install new equipment rack utilizing concrete posts and unistrut for equipment mounting. Install new weatherproof 3PH 480V 400A Disconnect Switch and Manual Generator Transfer Switch on equipment rack. Install new PVC conduit and 480V 400A service cables from Switch to irrigation pump control panel in pumphouse. Make all necessary terminations and connections. Test for Proper Operation. Includes Plan Design, Permit and Inspection Fees.

#### Start-Up

- Verify all electrical terminations, joint fittings and structural components are secure and in accordance with factory specifications.
- Perform pre-power checks as specified by manufacturer.
- Verify incoming voltage variance and imbalances are within factory recommended tolerances.
- Power up checks as specified by manufacturer.
- Verify proper motor rotation prior to operation.

- Station performance testing and evaluation.
- Complete manufacturer's Start Up report
- Operator training and remote monitoring setup assistance

### Product Specifications:

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#### See Attached Manufacturers Specifications

OPTIONAL EQUIPMENT FEATURES: (NOT Included in Total Station Price)

#### OPTION NO DESCRIPTION

999-0000001 Tennis Court Pump Addition

\$30,541.43

- Submersible 20hp pump and motor unit to provide 300gpm at 75psi. VFD controlled with flowmeter, low zone discharge piping, check valve, isolation valve and manual by pass valve connected to golf station mainline. Controls to share golf main control panel.

### Pricing:

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Watertronics Pump Station:	\$441,126.14
Equipment/Material:	\$58,182.14
Installation Labor:	\$34,738.00
Tennis Court Pump:	\$30,541.43
<u>Subtotal:</u>	<u>\$564,587.71</u>
Sales Tax:	\$
<u>Project Total:</u>	<u>\$564,587.71</u>

*Applicable tax and freight included.  
Quoted pricing valid for 15 days  
Financing terms available upon request*

*Pricing includes pump station installation and start-up, operator training and remote monitoring setup assistance, and one-year preventative maintenance service performed quarterly.*

*Customer is responsible for the removal and reinstallation of the pump house roof, if applicable, to provide access for station installation.*

*Customer to provide access to the pump station for trucks and equipment. ProPump and Controls is not responsible for damages to cart paths, underground utilities, irrigation heads/equipment or turf.*

*The quoted price assumes that any and all components, not included in the quote, are in proper working order. If any of these items are found to be weak or defective, the repair or replacement will be quoted in addition to the above cost*

PAYMENT TERMS : All Purchase Orders are subject to acceptance by ProPump & Controls, Inc. Receipt of production deposit, verification of acceptable credit, and confirmation of order are required before production. All orders subject to 50% production deposit. Balance due 30 days from date of invoice.

If shipment or installation of equipment is delayed by customer request at no fault of ProPump & Controls, Inc., customer agrees to amend the contract or purchase order as follows, unless superseded by other terms noted on the accepted contract or agreement.

- **Delayed shipment:** Customer agrees to pay any storage fees requested by equipment manufacturer, if applicable.
- **Equipment Installation delayed at customer request following shipment:** ProPump will furnish equipment and labor to offload equipment and store on site as directed by customer. Equipment and labor costs for the offload shall be additional to the quoted price. ProPump shall invoice customer for 90% of the equipment price, less any previous production deposits, due net 30 days following delivery of product. Balance for equipment and installation labor will be invoiced on completion of work.

Orders placed under Preferred Customer Agreements include all discounts and fee payments.

**Payment of Invoices over \$5,000 by Credit Card subject to 2.80% service charge without prior agreement.**

How to order: Please help us expedite your order by providing the following:

Is this sale taxable? (Circle one) Yes No ( If the order is non-taxable, a tax-exempt certificate for the "ship to" state must be submitted with this order.)

Provide signature: Accepted for Buyer \_\_\_\_\_

Date: \_\_\_\_\_

Requested delivery date: \_\_\_\_\_

Ship to address: \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

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

Phone & Fax: \_\_\_\_\_

Please return one signed copy of this quotation on acceptance. Merchandise delivered or shipped is due and payable to: ProPump & Controls, Inc. 610 Old Mt. Eden Road, Shelbyville, Ky. 40065. Fax number: 502-633-0733 Phone 800-844-0677.

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 DELIVERY: Delivery dates are estimates and confirmed shipment cannot be determined until all manufacturing details are known. ProPump & Controls Inc. will make reasonable efforts to establish a delivery schedule after receipt of an executed contract and all approvals. Seller shall not be liable for special or consequential damages caused by delay in delivery. Customer agrees to execute bill and hold contract in the event of order delay.

LATE FEES: Late fee of 1 1/2 % of the unpaid balance will be charged per month on all accounts which are past due, plus any collections or attorney's fees incurred in settlement of past due accounts.

LIEN: Seller retains a security interest in all products sold to buyer until the purchase price and other charges, if any, are paid in full as provided in Article 9 of the Uniform Commercial Code. Seller will file a Mechanics Lien or execute other documents as required to perfect the security interest in the products sold.

TAXES: State, city and local taxes are excluded from the contract price unless otherwise noted. Sales tax will be invoiced on the contract price unless written exemption is provided.

**FACTORY AUTHORIZED WARRANTY:** ProPump & Controls, Inc. warrants products manufactured by ProPump and associated component parts and/or labor, for defects in materials and workmanship for a period of one year following date of installation by ProPump, but not later than fifteen months from date of invoice if installed by others.

For products sold by ProPump & Controls, Inc but manufactured wholly by others, ProPump will extend the manufacturer's warranty to the customer, and will assist in handling warranty claims. Standard manufacturer warranties for water pumping systems are one year from date of startup by ProPump, but not later than fifteen months from date of manufacturer's invoice. Provided that all installation and operation responsibilities have been properly performed, manufacturer will provide a replacement part or component during the warranty life. Repairs done at manufacturer's expense must be pre-authorized.

This proposal may contain equipment which requires costly means to remove and replace for service or repair, due to site conditions. ProPump & Controls will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations, unless specifically agreed to in writing on the original sales proposal. This includes the use of cranes larger than 15 tons, divers, barges, helicopters, or other unusual means. All such extraordinary costs shall be borne by the customer, regardless of the reason necessitating removal of the product from service.

ProPump & Controls, Inc., or its sub-contractors are not responsible for damage to turf or cart paths, provided that Owner's Representative has designated reasonable routes for access to the site, for vehicles including heavy trucks and cranes, and ProPump & Controls, Inc and subcontractor personnel have followed those routes. For access routes which require extraordinary means to traverse, such as wet ground or thin cart paths which may require placement of boards or steel plates to prevent damage, additional costs may be incurred if conditions are not brought to ProPump's attention prior to submitting a proposal.

Warranty may be voided in the event of any of the following:

- Default of any agreement with supplier or manufacturer.
- The misuse, abuse of the pumping equipment outside is intended and specified use.
- Failure to conduct routine maintenance.
- Handling any liquid other than irrigation water.
- Exposure to electrolysis, erosion, or abrasion.
- Presence of destructive gaseous or chemical solutions.
- Over voltage or unprotected low voltage.
- Unprotected electrical phase loss or phase reversal.
- TDS over 1000mg
- PH levels lower than 6.0
- Calcium hardness less than 50 mg/L
- Alkalinity less than 100mg/L
- Chloride and or sulfate ions greater than 50 mg/L each
- Free chlorine or use of other strong biocides.
- Langelier index from -50 to + 1.5
- Damage occurring when using control panel as service disconnect.

The foregoing constitutes ProPump & Control's sole warranty and has not nor does it make any additional warranty, whether express or implied, with respect to the pumping system or component. ProPump & Controls, Inc. makes no warranty, whether express or implied, with respect to fitness for a particular purpose or merchantability of the pumping system or component. ProPump & Controls, Inc. shall not be liable to purchaser or any other person for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the pumping system. In no event shall ProPump & Controls, Inc. be responsible for incidental, consequential, or act of God damages, nor shall manufacturer's liability for damages to purchaser or any other person ever exceed the original factory purchase price.







2101 Cantu Court, Sarasota FL 34232  
 300 Technology Park, Lake Mary FL 32746  
 7037-37 Commonwealth Avenue, Jacksonville FL 32220

**Q-19714**

Date: December 1, 2023

**Prepared For:**

Curtis Nickerson  
 Superintendent  
 University Park Country Club  
 7671 The Park Blvd  
 University Park, FL 34201

**Ship To:**

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed proposal. All pricing is valid for thirty (30) calendar days from the date of quotation unless otherwise noted. Pipe and wire pricing is valid for seven (7) days.

**Special Considerations:** WIRE/GROUNDING EXPIRES 12-30-23 - PIPE EXPIRES 12-5-23 - HARCO EXPIRES 12-28-23

COMPUTERIZED GOLF CENTRALS – Total: \$14,769.14

Qty	Model No.	Description	Unit Price	Extended Price
1	IRRSATLABOR.18	New System setup 18 holes 2-wire or Satellite	\$4,900.000	\$4,900.00
2	MISC.IPAD	Ipad with weather proof case	\$864.000	\$1,728.00
4	RAINEW-GUAGE	TIPPING RAIN BUCKET	\$78.670	\$314.68
4	F2100DT	ICOM F2100DT HANDHELD RADIO	\$440.000	\$1,760.00
1	FCC.LICENSE	FCC LICENSE	\$600.000	\$600.00
1	LSFI-K		\$4,686.462	\$4,686.46
1	IRRREPEATER	Irrigation Repeater Install	\$780.000	\$780.00

RADIO SATELLITES – Total: \$177,194.80

Qty	Model No.	Description	Unit Price	Extended Price
7	300-032P6M4A	Lynx Smart Satellite 32 Station, Green Pedestal, Surge Lvl 4, Wire	\$2,343.735	\$16,406.15
34	300-048P6H4A	SAT, 048 STA, GRN PED, SRG 4 RADIO AND WIRE	\$3,893.265	\$132,371.01
6	300-064P6R4A	Lynx Smart Satellite 64 Station, Green Pedestal, Surge Lvl 4, Radio	\$4,736.273	\$28,417.64

TORO-SPRINKLERS – Total: \$258,137.73

Qty	Model No.	Description	Unit Price	Extended Price
26	PRN-TA	Precision Rotating Nozzle, Adjustable, 45 -270 , Toro (Male) Thread	\$6.412	\$166.71
26	590GF-6	6" Golf Spray Head w/Check Valve and X-Flow	\$7.088	\$184.29
156	T5PCKSS-RS-LN	T5 RapidSet Series Rotor, 5" Pop-Up w/ Check Valve, Stainless Steel, less Nozzle	\$21.012	\$3,277.87
9	INF54-528-2	XREF:INF50-2 & INF54-5154 SPK,1.5IN,FC,52N,80P,SG	\$127.778	\$1,150.00
22	INF54-538-2	XREF:INF50-2 & INF54-5154 SPK,1.5IN,FC,53N,80P,SG	\$127.778	\$2,811.12
715	INF54-568-2	XREF:INF50-2 & INF54-5558 SPK,1.5IN,FC,56N,80P,SG	\$127.778	\$91,361.27
62	INF55-528-26	XREF:INF50-2 & INF55-6-5154 SPK,1.5IN,PC,52N,80P,SG,T	\$144.990	\$8,989.38
165	INF55-538-26	XREF:INF50-2 & INF55-6-5154 SPK,1.5IN,PC,53N,80P,SG,T	\$144.990	\$23,923.35
909	INF55-568-2	XREF:INF50-2 & INF55-5558 SPK,1.5IN,PC,56N,80P,SG	\$138.915	\$126,273.74

ELECTRIC VALVES – Total: \$1,554.20

Qty	Model No.	Description	Unit Price	Extended Price
25	P220G-27-06	1 1/2" Plastic Pressure-Regulating Valve, Low Watt, High Surge	\$62.168	\$1,554.20

QUICK COUPLING VALVES – Total: \$4,217.15

Qty	Model No.	Description	Unit Price	Extended Price
175	474-00	1" Standard Cover	\$24.098	\$4,217.15

COUPLING KEYS – Total: \$50.22

Qty	Model No.	Description	Unit Price	Extended Price
2	464-01	3/4" Female, 1" Male, Single-lug Coupler Key	\$25.110	\$50.22

HOSE SWIVELS – Total: \$41.72

Qty	Model No.	Description	Unit Price	Extended Price
2	477-02	1" NPT X 1" MHT Hose Swivel	\$20.858	\$41.72

EXTRA & SPARE PARTS – Total: \$8,118.94

Qty	Model No.	Description	Unit Price	Extended Price
2	TOOLKIT-15	1 1/2" IRRIGATION TOOLKIT W/TOOL BAG	\$402.500	\$805.00
2	INF55-528-26	XREF:INF50-2 & INF55-6-5154 SPK,1.5IN,PC,52N,80P,SG,T	\$144.990	\$289.98
2	INF55-538-26	XREF:INF50-2 & INF55-6-5154 SPK,1.5IN,PC,53N,80P,SG,T	\$144.990	\$289.98
2	INF55-568-26	XREF:INF50-2 & INF55-6-5558 SPK,1.5IN,PC,56N,80P,SG,T	\$144.990	\$289.98
2	INF54-528-2	XREF:INF50-2 & INF54-5154 SPK,1.5IN,FC,52N,80P,SG	\$127.778	\$255.56
2	INF54-538-2	XREF:INF50-2 & INF54-5154 SPK,1.5IN,FC,53N,80P,SG	\$127.778	\$255.56
2	INF54-568-2	XREF:INF50-2 & INF54-5558 SPK,1.5IN,FC,56N,80P,SG	\$127.778	\$255.56
2	590GF-6	6" Golf Spray Head w/Check Valve and X-Flow	\$7.088	\$14.18
2	T5PCKSS-RS-LN	T5 RapidSet Series Rotor, 5" Pop-Up w/ Check Valve, Stainless Steel, less Nozzle	\$21.012	\$42.02
10	TSJ-15A-12-4-15A	Top Pipe Mount, Standard Uni-Body, 1-1/2" ACME, 12", 1-1/2" ACME	\$66.911	\$669.11
4	118-6370SK	KIT, SERVICE, RELAY MODULE, SMART SAT	\$474.255	\$1,897.02
2	70-0902	2" IPS Coupling, Electrofusion	\$15.922	\$31.84
2	70-0904	4" IPS Coupling, Electrofusion	\$42.522	\$85.04
2	70-0906	6" IPS Coupling, Electrofusion	\$105.511	\$211.02
2	70-0908	8" IPS Coupling, Electrofusion	\$141.267	\$282.53
2	70-0910	10" IPS Coupling, Electrofusion	\$268.844	\$537.69
2	70-0912	12" IPS Coupling, Electrofusion	\$407.433	\$814.87
30	118-7282	STATOR ASM MED/HI FLOW	\$12.120	\$363.60
10	102-1939	STATOR ASM LOW FLOW	\$13.800	\$138.00
10	102-1939	STATOR ASM LOW FLOW	\$13.800	\$138.00
10	102-1939	STATOR ASM LOW FLOW	\$13.800	\$138.00
60	102-6884	INTERM NOZZLE, STEPPED,YELLOW	\$5.240	\$314.40

PVC PIPE – Total: \$5,453.00

Qty	Model No.	Description	Unit Price	Extended Price
7000	150PVCBE	PVC PIPE 1 1/2" X 20' SCH 40 BELL END PER FT	\$0.779	\$5,453.00

HDPE PIPE – Total: \$485,436.28

Qty	Model No.	Description	Unit Price	Extended Price
150000	10021318	2" DR 13.5 IPS 2000' COILS PIPE HDPE	\$0.822	\$123,300.00
11400	10041312	4" DR13.5 HDPE PIPE 40' ISCO	\$2.556	\$29,138.40
29000	10061314	6 DR13.5 HDPE PIPE ISCO 40' STICKS	\$5.344	\$154,976.00
10600	10081314	8 HDPE DR 13.5 PIPE 40' ISCO	\$9.067	\$96,110.20
2200	10101313	10 DR 13.5 HDPE PIPE ISCO 40' STICK	\$14.344	\$31,556.80
720	10121311	12 HDPE DR13.5 ISCO 40' STICK	\$20.522	\$14,775.84
1120	10161313	16" DR 13.5 HDPE 40' STICK ISCO	\$31.767	\$35,579.04

MISC PIPE – Total: \$42,644.60

Qty	Model No.	Description	Unit Price	Extended Price
3500	10061122	6 DR 11 HDPE PIPE ISCO 40 STICK	\$6.667	\$23,334.50
1200	10081122	8 DR11 HDPE PIPE ISCO 40 STICK	\$11.589	\$13,906.80
300	10101117	10" HDPE 4710 SDR 11 PIPE	\$18.011	\$5,403.30

MJ GATE VALVES – Total: \$37,073.37

Qty	Model No.	Description	Unit Price	Extended Price
23	MJ619RWSON-6	6" MJ GATE VALVE NIBCO	\$610.355	\$14,038.17
12	MJ619RWSON-8	8" MJ GATE VALVE NIBCO	\$868.699	\$10,424.39
4	MJ619RWSON-10	10" MJ GATE VALVE NIBCO	\$1,235.654	\$4,942.62
1	MJ619RWSON-12	12" MJ GATE VALVE NIBCO	\$2,086.620	\$2,086.62
1	MJ619RWSON-16	16" MJ GATE VALVE NIBCO	\$5,581.572	\$5,581.57

SS GATE VALVES – Total: \$4,979.45

Qty	Model No.	Description	Unit Price	Extended Price
25	T113-K-1.5	1-1/2" VALVE W/CROSS HNDL BRASS	\$134.489	\$3,362.23
10	T113-K-2	T113IRR VLV 2" W/CROSS HNDL	\$161.722	\$1,617.22

LATERAL VALVES – Total: \$44,583.91

Qty	Model No.	Description	Unit Price	Extended Price
10	8411062PR	2 X 6 FP LATERAL ISOLATION VALVE WITH SS GRIP RING	\$256.911	\$2,569.11
94	8414062PR	4 X 6 SS ISOLATION VALVE	\$446.966	\$42,014.80

AIR RELEASE VALVES – Total: \$2,031.10

Qty	Model No.	Description	Unit Price	Extended Price
10	IR-2-C10-00-P-S-NP-T	2 BERMAD AIR VENT WITH TEST PORT	\$130.670	\$1,306.70
10	15391	2 BRASS 90 FPT X FPT MATCO	\$43.630	\$436.30
10	NBR083	2X3 BRASS NIPPLE TBE	\$28.810	\$288.10

HARCO – Total: \$899.67

Qty	Model No.	Description	Unit Price	Extended Price
10	874030808	2" x 2" Spigot x Male NPT Adapter, Compact	\$31.067	\$310.67
10	65-323202	2 316SS MPTXHDPE TRANS IPS	\$58.900	\$589.00

HARCO DBL STRAP SADDLE – Total: \$1,248.22

Qty	Model No.	Description	Unit Price	Extended Price
4	81681H	16" Saddle for HDPE & PVC - Female Swivel Outlet	\$312.055	\$1,248.22

FLANGE & MJ ADAPTERS DR11 – Total: \$26,805.14

Qty	Model No.	Description	Unit Price	Extended Price
46	65-314206	6" IPS MJ Adapter with Stiffener	\$149.678	\$6,885.19
24	65-314208	8" IPS MJ Adapter with Stiffener	\$193.600	\$4,646.40
8	65-314210	10" IPS MJ Adapter with Stiffener	\$238.155	\$1,905.24
4	65-314212	12" IPS MJ Adapter with Stiffener	\$248.966	\$995.86
2	65-314216	16" IPS MJ Adapter with Stiffener	\$722.844	\$1,445.69
46	65-904406	6" IPS MJ Adapter Accessories	\$107.667	\$4,952.68
24	65-904408	8" IPS MJ Adapter Accessories	\$125.189	\$3,004.54
8	65-904410	10" IPS MJ Adapter Accessories	\$167.067	\$1,336.54
4	65-904412	12" IPS MJ Adapter Accessories	\$174.422	\$697.69
2	65-904416-110	16" IPS MJ Adapter Accessories	\$467.655	\$935.31

90 BEND – Total: \$948.29

Qty	Model No.	Description	Unit Price	Extended Price
5	66-311904	4" IPS 90 Degree Bend, Butt Fusion	\$20.644	\$103.22
9	66-311906	6" IPS 90 Degree Bend, Butt Fusion	\$49.711	\$447.40
3	66-311908	8" IPS 90 Degree Bend, Butt Fusion	\$132.555	\$397.67

TEE – Total: \$13,071.35

Qty	Model No.	Description	Unit Price	Extended Price
240	66-31100404	4" IPS Tee, Butt Fusion	\$26.000	\$6,240.00
2	66-31100606	6" IPS Tee, Butt Fusion	\$61.633	\$123.27
3	66-31100808	8" IPS Tee, Butt Fusion	\$145.511	\$436.53
2	66-31101010	10" IPS Tee, Butt Fusion	\$392.155	\$784.31
8	66-31101212	12" IPS Tee, Butt Fusion	\$577.777	\$4,622.22
1	65-31101616	16" IPS Three-Segment Fabricated Tee, Butt Fusion	\$865.021	\$865.02

HDPE BRANCH SADDLE REDUCING TEE – Total: \$6,538.00

Qty	Model No.	Description	Unit Price	Extended Price
140	66-31100402	4" x 2" IPS Tee, Butt Fusion	\$46.700	\$6,538.00

REDUCERS – Total: \$8,409.71

Qty	Model No.	Description	Unit Price	Extended Price
360	66-31150402	4" x 2" IPS Reducer, Butt Fusion	\$15.856	\$5,708.16
11	66-31150806	8" x 6" IPS Reducer, Butt Fusion	\$55.378	\$609.16
4	66-31151008	10" x 8" IPS Reducer, Butt Fusion	\$80.133	\$320.53
4	66-31151208	12" x 8" IPS Reducer, Butt Fusion	\$135.878	\$543.51
2	65-31151612	16X12 REDUCER IPS BF FAB SWAGE 4710 DR11	\$438.411	\$876.82
1	65-31151610	16 x 10" IPS Swage Reducer Fabricated	\$351.533	\$351.53

ELECTROFUSION COUPLINGS – Total: \$6,120.75

Qty	Model No.	Description	Unit Price	Extended Price
10	70-0904	4" IPS Coupling, Electrofusion	\$42.522	\$425.22
20	70-0906	6" IPS Coupling, Electrofusion	\$105.511	\$2,110.22
12	70-0908	8" IPS Coupling, Electrofusion	\$141.255	\$1,695.06
4	70-0910	10" IPS Coupling, Electrofusion	\$268.844	\$1,075.38
2	70-0912	12" IPS Coupling, Electrofusion	\$407.433	\$814.87

ELECTROFUSION SERVICE SADDLE – Total: \$1,352.27

Qty	Model No.	Description	Unit Price	Extended Price
6	70-540608S	6 x 2 EF SERVICE SADDLE SS	\$128.655	\$771.93
3	70-540808S	8 X 2 EF SERVICE SADDLE SS	\$143.778	\$431.33
1	70-541008S	10 x 2" IPS Electrofusion Service Saddle FNPT with Stainless Steel outlet	\$149.011	\$149.01

ELECTROFUSION SWIVEL SADDLE – Total: \$21,781.45

Qty	Model No.	Description	Unit Price	Extended Price
74	70-5306S	6 EF SWIVEL SADDLE W/ SS OUTLET	\$194.489	\$14,392.19
30	70-5308S	8 EF SWIVEL SADDLE W SS OUTLET	\$203.911	\$6,117.33
6	70-5310S	10 EF SWIVEL SADDLE W SS OUTLET	\$211.989	\$1,271.93

HDPE STIFFENERS – Total: \$3,748.32

Qty	Model No.	Description	Unit Price	Extended Price
95	65-90481304	4" IPS SIFFENER (HDPE)	\$39.456	\$3,748.32

PHILMAC COMPRESSION FITTINGS – Total: \$28,081.44

Qty	Model No.	Description	Unit Price	Extended Price
200	77-30988	2 REPAIR PHILMAC NO STOP NEW STYLE COUPLING	\$28.556	\$5,711.20
320	77-31888	2" 90 ELBOW PHILMAC C X C	\$31.789	\$10,172.48
220	77-312888	2" TEE COMPRESSION PHILMAC WITH STOPS	\$47.800	\$10,516.00
80	77-32386	2 X 1 1/2 COMP X ACME PHILMAC SERVICE ELBOW	\$21.022	\$1,681.76

## MECHANICAL JOINT – Total: \$1,137.55

Qty	Model No.	Description	Unit Price	Extended Price
1	MJLSLAU	6X12 MJ C153 LONG SLV L/A FERGUSON	\$185.111	\$185.11
2	SSLCEX6AP	6 PVC WDG REST GLND *ONELOK ACC KIT	\$91.278	\$182.56
1	MJLSLA12	12X12 MJ C153 LONG SLEEVE L/A	\$422.500	\$422.50
2	SSLCEX12	12 PVC WDG REST GLND ONELOK ECOAT	\$173.689	\$347.38

## HEAVY DUTY SERVICE FITTINGS – Total: \$43,843.80

Qty	Model No.	Description	Unit Price	Extended Price
2100	364-251	2 X 1-1/2 TAPT SADDLE	\$20.878	\$43,843.80

## LASCO FITTINGS – Total: \$269.53

Qty	Model No.	Description	Unit Price	Extended Price
25	436-015	1-1/2 MALE ADAPTER	\$0.733	\$18.33
200	401-015	1-1/2" Tee S	\$1.256	\$251.20

## 45 EL – Total: \$26.66

Qty	Model No.	Description	Unit Price	Extended Price
20	417-015	1-1/2" ELL-45 S	\$1.333	\$26.66

## 90 EL – Total: \$75.52

Qty	Model No.	Description	Unit Price	Extended Price
80	406-015	1-1/2" ELL-90 S	\$0.944	\$75.52

## BUSHINGS – Total: \$397.42

Qty	Model No.	Description	Unit Price	Extended Price
30	438-209	1-1/2 X 1/2 BUSHING SXT	\$1.178	\$35.34
160	438-210	1-1/2 X 3/4 BUSHING SXT	\$1.178	\$188.48
25	839-251	2 X 1-1/2 BUSHING T	\$6.944	\$173.60

## COUPLINGS – Total: \$75.55

Qty	Model No.	Description	Unit Price	Extended Price
50	482-015	1-1/2 COUPLING DEEP SOC	\$1.511	\$75.55

## SWIVEL PIPE FITTINGS – Total: \$251.40

Qty	Model No.	Description	Unit Price	Extended Price
350	3300-007	3/4 mipt dbl helix lasco el	\$0.211	\$73.85
60	3300-005	1/2 elow mipt x dbl helix	\$0.222	\$13.32

SWIVEL PIPE FITTINGS – Total: \$251.40

Qty	Model No.	Description	Unit Price	Extended Price
160	412-007	3/4" Street ELL-90 T	\$0.889	\$142.24
30	412-005	1/2" Street ELL-90 T	\$0.733	\$21.99

CRIMP CLAMP – Total: \$53.20

Qty	Model No.	Description	Unit Price	Extended Price
400	MUR-561-8000	KS319800P100 MURRAY PINCH CLAMP	\$0.133	\$53.20

SUPER FUNNY PIPE – Total: \$122.47

Qty	Model No.	Description	Unit Price	Extended Price
5	850-25	Super Funny Pipe , 100' Coil, 120 PSI*	\$24.494	\$122.47

NIPPLES – Total: \$56.99

Qty	Model No.	Description	Unit Price	Extended Price
25	215-030	1-1/2 X 3 TBE NIP S80	\$1.444	\$36.10
10	220-040	2 X 4 TBE NIP S80	\$2.089	\$20.89

SWING JOINTS – Total: \$142,976.12

Qty	Model No.	Description	Unit Price	Extended Price
25	G3P2-212	1-1/2" Swing Joint Saddle X MIPT	\$51.578	\$1,289.45
175	TSJ-15A10-18-4-10Q	Quick Coupler, Top Pipe Mount, Standard Uni-Body 1-1/2" ACME x 1", 18", 1" Quick Coupler	\$88.911	\$15,559.43
1885	TSJ-15A-12-4-15A	Top Pipe Mount, Standard Uni-Body, 1-1/2" ACME, 12", 1-1/2" ACME	\$66.911	\$126,127.24

RECTOR-SEAL – Total: \$535.58

Qty	Model No.	Description	Unit Price	Extended Price
6	55964-SO	RECTORSEAL HOMER LOW VOC PVC HVY BODY GREY GAL	\$72.355	\$434.13
6	55918P	RECTORSEAL PURPLE PRIMER LOW VOC 1 QT.	\$9.997	\$59.98
1	25300P	# 5 THREAD SEAL RECTORSEAL 1 QT CAN	\$41.468	\$41.47

WIRE ACC – Total: \$15,953.60

Qty	Model No.	Description	Unit Price	Extended Price
6000	3MDBRY6BK	DBYR6 BULK RED YELLOW 3M CONNECTOR	\$1.500	\$9,000.00
100	3M3570	3M 3570 G-N	\$4.278	\$427.80
100	3M4A-9	3M SCOTCHCAST 4 SIZE A	\$31.344	\$3,134.40
200	3MBLUE-GREYWIRE	3M BLUE GREY WIRE NUTS (BOX50)	\$0.522	\$104.40
300	3M1776	1776 - 3/4FT X 60FT VNL ELEC TAPE	\$1.500	\$450.00
50	GR5810	5/8 X 10 CU GROUND ROD	\$50.588	\$2,529.40
50	GRE58	5/8 CU GROUND ROD CLAMP	\$2.941	\$147.05



WIRE ACC – Total: \$15,953.60

Qty	Model No.	Description	Unit Price	Extended Price
50	BLB6H	#6 SPLIT BOLT CONNECTOR	\$3.211	\$160.55

GROUNDING – Total: \$21,046.72

Qty	Model No.	Description	Unit Price	Extended Price
2	SOLA-500VA	SOLA PCS 63-23-150-8-500V	\$1,117.966	\$2,235.93
2	SOLA-750VA	SOLA PC 63-23-175-8 750VA CALL FOR PRICING	\$1,424.632	\$2,849.26
47	GRPL4X96	4"X96" GRND PLATE W/25' LEAD	\$172.941	\$8,128.23
94	POWERSET50	POWERSET - 50 LB BAG	\$83.333	\$7,833.30

TORO BOXES – Total: \$11,460.00

Qty	Model No.	Description	Unit Price	Extended Price
250	TVB-6RND	Box, Toro Valve, 6 x 9 Round, Green/Black	\$5.500	\$1,375.00
145	TVB-10RND	Box, Toro Valve, 10 x 10 Round, Green/Black	\$20.500	\$2,972.50
30	TVB-10RND-GY	Box, Toro Valve, 10 x 10 Round, Gray	\$20.500	\$615.00
50	TVB-1217-12	Box, Toro Valve, 12 x 17 x 12 Rectangle, Green/Black	\$40.000	\$2,000.00
35	TVB-1521-12	Box, Toro Valve, 15 x 21. 12 Rectangle, Green/Black	\$73.500	\$2,572.50
35	TVB-1521-EXT6BOX	Box, Toro Valve, 15 x 21 x 6 Ext, Black	\$55.000	\$1,925.00

MISC. – Total: \$3,574.38

Qty	Model No.	Description	Unit Price	Extended Price
300	A06650020IBDW	6x20 f2648 W/TITE SLD HDPE PIPE	\$5.489	\$1,646.70
2500	PINKGLOFLAG	FLAG 4" X 5" w/21" STEEL STAFF (100/BUNDLE) PRICE PER EACH	\$0.110	\$275.00
450	118-6234	WHITE YARDAGE MARKER	\$2.228	\$1,002.60
1	82320	20 x 400 Polyethylene Encasement	\$467.400	\$467.40
2	5VOW	5' VALVE OPERATING WRENCH	\$91.340	\$182.68

SIGNAL WIRE – Total: \$211,918.30

Qty	Model No.	Description	Unit Price	Extended Price
475	14PE35-2500	14-1 PE RED WIRE, ENTIRE ROLL	\$257.722	\$122,417.95
155	14PE55-2500	14-1 PE GREEN WIRE, ROLL	\$257.722	\$39,946.91
5	14PE45-2500	14-1 PE BLUE WIRE, ENTIRE ROLL	\$257.722	\$1,288.61
45	14PE65	14-1 PE YELLOW WIRE 2500' RL	\$257.722	\$11,597.49
95	12PE25-2500	12-1 PE WIRE, WHITE, ROLL	\$385.972	\$36,667.34

GROUND WIRE – Total: \$338.50

Qty	Model No.	Description	Unit Price	Extended Price
500	0611R1	6 BARE COPPER SOLID	\$0.677	\$338.50

TC POWER WIRE – Total: \$52,094.00

Qty	Model No.	Description	Unit Price	Extended Price
1000	143CTC2	14/3 TRAY CABLE	\$0.354	\$354.00
6000	123CTC2	12/3C TRAY CABLE, 1000'	\$0.524	\$3,144.00
9000	103CTC2	10/3C TRAY CABLE /PER FOOT	\$0.819	\$7,371.00
12500	083CTCNG5	#8 AWG 3 COND. TRAY CABLE	\$1.293	\$16,162.50
12500	063CTCNG5	6/3C TRAY CABLE NO GROUND 2500'RL	\$2.005	\$25,062.50

<b>Terms:</b>	Net 30
<b>Sub-Total Toro</b>	\$612,589.97
<b>Sub-Total Allied</b>	\$1,098,907.54
<b>Sub-Total</b>	<u>\$1,711,497.51</u>
<b>Total</b>	<u>\$1,711,497.51</u>

Please indicate your acceptance of this quote as an order by signing below and returning via email to [tina.neuzil@wescoturf.com](mailto:tina.neuzil@wescoturf.com) or fax to Wesco Turf at 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

Thank you for considering Wesco Turf, Inc. for your irrigation needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,  
*Tina Neuzil*

Irrigation Territory Manager  
(941) 915-7965, [tina.neuzil@wescoturf.com](mailto:tina.neuzil@wescoturf.com)

The materials list provided is for estimation purposes only and is provided as a professional courtesy for our customer's convenience. It is the responsibility of the customer to verify quantities, price extensions and miscellaneous materials not provided in the above estimate.

**Terms and Conditions:** All pricing is valid for thirty (30) calendar days from date of quotation unless otherwise noted. Pipe and wire pricing is valid for seven (7) calendar days. Additional materials listed in the above quotation are not subject to price protection and will require new pricing at time of purchase. All direct shipments require carton quantities as specified by the vendor. Acceptance of materials constitutes customer's agreement to comply with credit terms and conditions as specified in Wesco Turf's credit application.

**Freight:** All materials are subject to freight and handling charges not included in the above pricing. This includes but is not limited to non-Toro products, direct shipments from the manufacturer and express shipping. Customer is responsible for having the proper equipment on site for unloading of materials at time of delivery.

**Material/Shipping Discrepancies:** Discrepancies regarding quantities shipped must be reported immediately. All pipe, Toro and non-Toro shipping errors or shortage of material must be accounted for and documented on the delivery and acceptance paperwork at time of arrival.

**Return Policy:** All returns must be pre-approved and accompanied by an RGA (Return Goods Authorization) in order to receive credit. Only materials and products currently sold by Wesco Turf will be considered for return. Materials must be of current design and do not include obsolete materials. Returned goods must be in original package and are subject to a minimum of 25% restocking plus return freight to vendor. Wesco will not be responsible for any pipe returns. Pipe returns will be the responsibility of the customer and outside vendor. Customers are advised not to issue immediate debit memos on returned material. Wesco Turf will issue credit to the customer's account upon inspection and completion of the receiving process. All pre-authorized returns scheduled for pick up must be palletized and accessible upon arrival. Multiple pallet returns will require separate packing slips. All returns must be made within 90 days of receipt to receive credit less associated restock fees. Product exceeding ninety-day (90) time frame may be negotiated at a lesser value or denied credit.

**Cancellation Policy:** Cancellations will be considered for requests made within 48 hours of placing an order. All cancellations must be provided in written format and documented by all parties involved. Cancellation requests will not be entertained if the order has been communicated to outside vendors or has been shipped. Customers will be responsible for all restock fees incurred by Wesco Turf, Inc.

## RESOLUTION NO. 2024-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$21,000,000 AGGREGATE PRINCIPAL AMOUNT OF UNIVERSITY PARK RECREATION DISTRICT NON-AD VALOREM ASSESSMENT BONDS, TO PAY ALL OR A PORTION OF THE COSTS OF IMPROVEMENTS TO CERTAIN RECREATION FACILITIES AND ASSOCIATED PROFESSIONAL FEES AND INCIDENTAL COSTS RELATED THERETO PURSUANT TO FLORIDA LAW PURSUANT TO THE MASTER TRUST INDENTURE; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF UNIVERSITY PARK RECREATION DISTRICT, MANATEE COUNTY, FLORIDA OR THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE FROM NON-AD VALOREM ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE IMPROVEMENTS AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, the University Park Recreation District (the “District”) is authorized by Chapters 418 and 189 Florida Statutes (collectively, the “Act”), and Manatee County Ordinance No. 18-29, now Article III of Chapter 2-8 of the Manatee County Code of Ordinances, which Ordinance serves as the Charter of the District (the “Charter”), to own, acquire, construct, equip, operate, maintain and improve recreation facilities and improvements within the District, including the facilities and improvements previously known as the “University Park Country Club”, as deemed necessary or convenient by the Board of Supervisors of the District (the “Board”) for the carrying out of the functions of the District, and to enter into contracts and agreements necessary or incidental to the functions of the District and the execution of its powers; and

**WHEREAS**, pursuant to Sections 2-8-154 and 2-8-157 of its Charter, the Act and Chapters 170 and 197, Florida Statutes, the District is authorized to issue non-ad valorem assessment bonds, notes or other obligations to pay all or part of the cost of the acquisition, construction, maintenance and operation of any recreation 2024 Project authorized by the Charter, to provide for any facility, service or other activity of the District and to provide for any combination of the foregoing purposes; and

**WHEREAS**, pursuant to a referendum approved by the eligible voters in the District, the District issued its \$24,000,000 Non-Ad Valorem Assessment Bonds, Series 2019 (the “Series 2019 Bonds”) on November 21, 2019, pursuant to a Master Trust Indenture (the “Master Trust Indenture”), as supplemented by a First Supplemental Trust Indenture, both dated as of November 1, 2019; and

**WHEREAS**, the proceeds of the Series 2019 Bonds were used to acquire, renovate, improve, equip and enhance University Park Country Club for the benefit of the residents of University Park and the public; and

**WHEREAS**, the Board has determined that further improvements and enhancements to the University Park Country Club, for the benefit of the residents of University Park and the public (the “2024 Project”) are necessary and desirable; and

**WHEREAS**, on November 29, 2023 after a public hearing of the residents of the District the Board approved an Engineer’s Report (the “Engineer’s Report”) prepared by Kimley-Horn and Associates, Inc. and a Master Assessment Methodology dated November 2023 (the Assessment Methodology”) prepared by PFM Financial Advisors LLC in connection with the 2024 Project; and

**WHEREAS**, the District is considering the authorization of the issuance of additional non-ad valorem assessment bonds of the District in an aggregate principal amount not in excess of \$21,000,000 (the “Series 2024 Bonds”) for the purpose of financing the 2024 Project, all as more particularly described in the Engineer’s Report and the Assessment Methodology; and

**WHEREAS**, on January 16, 2024 a referendum of all Qualified Voters was held in the District, and the issuance of Series 2024 Bonds in an aggregate principal amount not to exceed \$21,000,000 to finance the 2024 Project was approved by such Qualified Voters, which result was certified by the Board pursuant to Resolution **2024-11** on January 16, 2024; and

**WHEREAS**, the District desires to provide the terms and conditions under which the District will implement the 2024 Project serving the District lands; and

**WHEREAS**, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically the Act, the Charter and the Master Trust Indenture, to issue the Bonds; and

**WHEREAS**, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 2-8-157 of the Charter;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of University Park Recreation District, as follows:

**Section 1. Definitions.** Capitalized terms used herein without definitions shall have the meanings assigned thereto in the Master Trust Indenture described in Section 5 hereof, unless the context otherwise clearly requires.

**Section 2. Authorization of Bonds.** The District hereby authorizes the issuance of not to exceed \$21,000,000 aggregate principal amount of the Series 2024 Bonds (excluding any refunding Bonds issued as provided in the Master Trust Indenture) to pay all or a portion of the costs of financing the 2024 Project. Pursuant to Sections 2-8-154 and 2-8-157 of the Charter, the Series 2024 Bonds may be issued and delivered by the District to finance the 2024 Project and sold at public or private sale.

**Section 3. Certain Details of the Series 2024 Bonds.** The Series 2024 Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, of the County, or the State of Florida (the "State"), or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Series 2024 Bonds, including Non-ad Valorem Assessments levied by the District on property within the District benefited by the 2024 Project and subject to assessment, as set forth in the Indenture (hereinafter defined), and neither the faith and credit nor any taxing power of the District, the County, or the State, nor of any political subdivision thereof, is pledged to the payment of the principal of or interest on the Series 2024 Bonds, except for Non-Ad Valorem Assessments to be assessed and levied by the District to secure and pay the Series 2024 Bonds.

The Series 2024 Bonds shall:

- (i) be issued in one or more subseries and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the 2024 Project and may be sold at public or private sale, as provided in Sections 2-8-154 and 2-8-157 of the Charter, each series to be in an aggregate principal amount to be determined by subsequent resolution or resolutions of the Board; provided, however, that the total aggregate principal amount of Series 2024 Bonds (excluding refunding Bonds, as described in the Indenture) issued may not exceed \$21,000,000;
- (ii) be issued in fully registered form in such principal denominations of \$5,000 if the Bonds bear an investment grade rating by a nationally recognized rating agency, and otherwise, initially in principal amounts of \$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, in denominations of \$5,000 or any integral multiple thereof;
- (iii) be secured and payable from the Pledged Revenues, as provided in the Master Trust Indenture, as supplemented by a Third Supplemental Trust Indenture ("Third Supplemental Trust Indenture", and collectively with the Master Trust Indenture, the "Indenture") and the resolution of the District relating to such Series 2024 Bonds;
- (iv) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in a resolution adopted by the District prior to the issuance and delivery of the Series 2024 Bonds;
- (v) be payable in not more than the maximum number of annual installments allowed by law (currently thirty (30) annual installments of principal); and
- (vi) be dated as provided in a resolution adopted by the District prior to the issuance and delivery of the Series 2024 Bonds.

The final maturity date or dates of the Series 2024 Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture, as supplemented from time to time, or by one or more resolutions of the District to be adopted prior to the delivery of the Series 2024 Bonds. In other respects, the Series 2024 Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture.

**Section 4. Designation of Attesting Members.** The Secretary of the Board of the District, or in the case of the Secretary's absence or inability to act, any Assistant Secretary of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as they appear on the Series 2024 Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Series 2024 Bonds and in connection with the application of the proceeds thereof.

**Section 5. Sale of Series 2024 Bonds.** Pursuant to the provisions of Section 418.22, Florida Statutes, and Sections 2-8-154 and 2-8-157 of the Charter, the Series 2024 Bonds may be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the 2024 Project and may be sold at public or private sale, after such advertisement, if any, as the Board may deem advisable.

**Section 6. Ratification of Appointment of Trustee.** The District does hereby ratify the appointment of U.S. Bank Trust, National Association, as Trustee under the Indenture. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Indenture.

**Section 7. Bond Validation.** District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Thirteenth Judicial Circuit of Florida, in and for Manatee County, Florida, for validation of the Series 2024 Bonds and the proceedings incident thereto to the extent required by and in accordance with Section 418.22, Florida Statutes and Section 2-8-157 of the Charter. The Chair or Vice-Chair or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

**Section 8. Authorization and Ratification of Prior and Subsequent Acts.** The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this resolution and the Indenture, and 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, shall be and are hereby ratified, confirmed and approved.

**Section 9. Subsequent Resolution(s) Required.** Notwithstanding anything to the contrary contained herein, the Series 2024 Bonds may not be issued or delivered until the District adopts a subsequent resolution approving a Third Supplemental Trust Indenture fixing the details of such Series 2024 Bonds remaining to be specified or delegating to a Designated Member the authority to fix such details.

**Section 60. 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 71. Open Meetings.** It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**Section 82. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

**PASSED** in Public Session of the Board of Supervisors of University Park Recreation District this \_\_\_\_\_ day of January, 2024.

Attest:

**UNIVERSITY PARK RECREATION  
DISTRICT**

\_\_\_\_\_  
Asst. Secretary, Board of Supervisors

\_\_\_\_\_  
Chair, Board of Supervisors