

# **!University Park Recreation District**

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<http://universityparkrd.com/>

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the University Park Recreation District (“District”), scheduled to be held at **3:30 p.m. on Tuesday, August 13, 2019** at the University Park Country Club’s Lakeside Room, FL 34201. A quorum will be confirmed prior to the start of the meeting. For those unable to attend the meeting in person, you may call in or join the meeting via Zoom.

Zoom: <https://zoom.us/j/7606502852>  
Phone: 866-398-2885  
Participant Code: 656827

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

## **PROPOSED BOARD OF SUPERVISORS’ MEETING AGENDA**

- Call to Order
- Roll Call to Confirm Quorum
- Public Comment Period

### **Administrative Matters**

- 1) Consideration of Minutes
  - a. Consideration of the Minutes of the Board of Supervisors’ Meeting July 12, 2019
  - b. Consideration of the Minutes of the Board of Supervisors’ Special Meeting, July 23, 2019
- 2) Discussion of the District’s FY 2019-2020 Workshop Schedule

### **Business Matters**

- 3) Discussion of the Purchase and Sale Agreement and Due Diligence

### **Financing**

- 4) Consideration of Roosevelt and Cross Engagement Letter
- 5) Ratification of Payment Authorizations 3-5
- 6) Public Hearing Related to the Adoption of a Fiscal Year 2019-2020 Budget – Hearing begins after 5:01 pm
  - Public Comment
  - Board Comment
  - a. Consideration of Resolution 2019-36, Annual Appropriations and Adopting the Fiscal Year 2019-2020 Budget

### **District Financials**

- 7) Review of District Financial Position



- a) Statement of Activity
- b) Statement of Financial Position
- c) Budget to Actuals

**Legal Matters**

- 8) Opening of the Attorney-Client meeting on Richard Holcomb Garrett, et. al. v. University Park Recreation District, Florida Twelfth Judicial Circuit Case No. 2019-CA-512 (District Counsel presenting)
  - a) Public Excused – Private Session
  - b) Attorney-Client Meeting

Closing of the Attorney-Client meeting on Richard Holcomb Garrett, et. al. v. University Park Recreation District, Florida Twelfth Judicial Circuit Case No. 2019-CA-512 (District Counsel presenting)

**Public Meeting Resumes**

- 9) Discuss Settlement and Take Action, if appropriate

**Other Business**

- A. Staff Reports
  - 1. District Counsel
  - 2. District Manager –

Date	Meeting Type	Time	Location	Note
August 13, 2019 Tuesday	Regular BOS	3:30 pm	Lakeside	Budget Hearing – must be held after 5:01 pm.
September 6, 2019 Friday	Workshop	8:00 am	Card	
September 13, 2019 Friday	Regular BOS	1:00 pm	Lakeside	
September 24, 2019 Tuesday	Workshop	10:00 am	Card	

- B. Supervisor Requests
- Adjournment**



# **University Park Recreation District**

## **Consideration of Minutes**

# **University Park Recreation District**

**Consideration of Minutes  
Of the July 12, 2019  
Board of Supervisors' Meeting**

**MINUTES OF MEETING**

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

**Friday, July 12, 2019 at 1:00 p.m.**

**University Park Country Club, Card Room,  
7671 The Park Blvd.,  
University Park, Florida 34201**

Board Members present at roll call:

Lisabeth Bertsch	Board Member
Mike Smith	Board Member
Steve Ludmerer	Board Member
Nancy Kopnisky	Board Member
Bob Wood	Board Member

Also, Present:

Hank Fishkind	PFM	
Mathew LaPointe	Blalock Walters Law Firm	
Alan Mishlove	PFM	
Ellie Pananski		(via phone)
Laurie Evans	Country Club	(via phone)
Carol Harris	PFM	(via phone)
Various Members of the General Public – See Attached		

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

The meeting was called to order at 1:00 p.m. Those in attendance are outlined above.

Those present stood for the Pledge of Allegiance.

**SECOND ORDER OF BUSINESS**

**Opening Comments**

Mr. Wood provided opening comments.

**THIRD ORDER OF BUSINESS**

**Public Comments**

Mr. Chase complained about details of the June 14, 2019 Board Meeting minutes.

Ms. Stone Thanked the planning group and the Board. She supports the District acquisition.

Ms. Nellis read statements of support from two new residents.

Ms. Larkin read statements from homeowners in support of District.

Ms. Michigan read statements from homeowners opposed to District purchase.

Ms. Constable is in favor of the transaction to protect home values.

Mr. Goldberg commended the Board and is in favor of purchase as soon as possible.

Ms. Brown is opposed to BAN purchase due to the \$20,000.00 assessment.

Mr. Steve Wodeau is opposed to BAN and claims it will lower home value. He is also opposed to the 50/50 allocation.

Mr. Lordi claimed that the opposition is not obstructionists and the club is overpriced.

Mr. Brown stated that if the lawsuit succeeds everything would have to be unwound.

Mr. Mathis stated that at the hearing on July 10, 2019 court made positive findings and County made strong arguments.

Mr. Long is very optimistic over the prospects for suit for District.

Mr. Charlesworth asked if the Board received any settlements.

Mr. Wood opened the floor for Supervisor comments.

Mr. Ludmerer repeated his statement from the workshop.

Ms. Bertsch stated that she told Mr. Garrett at the workshop to make his settlement offer through his lawyer. But there is no offer from Mr. Garrett.

Mr. Smith explained that the Board explored all viable options and there is no need to rehash options. We have been working on this deal for 2 years. The District must balance the risk/reward of BAN.

Mr. Wood noted that Mr. Garret has the right to file against the District and County. Mr. Garrett must prove the District was wrongfully formed and lacks authority to issue bonds. Mr. Wood quoted

from the Judge's rulings from the June hearing. Mr. Wood asked the community not to respond to Mr. Garrett and of concerned citizens. Mr. Garrett's litigation is harming home values.

Ms. Kopnisky relates to Mr. Garrett's concern that residents have no direct vote, it is in the Charter. The Supervisors represent the residents and their voice is there vote. She asked them to let the Board know how they feel.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of the Minutes**

- a) Consideration of the Minutes of the Board of Supervisors' Workshop, April 23, 2019**
- b) Consideration of the Minutes of the Board of Supervisors' Special Meeting, April 23, 2019**
- c) Consideration of the Minutes of the Board of Supervisors' Special Meeting, May 3, 2019**
- d) Consideration of the Minutes of the Board of Supervisors' Special Meeting, May 21, 2019**
- e) Consideration of the Minutes of the Board of Supervisors' Special Meeting, June 7, 2019**
- f) Consideration of the Minutes of the Board of Supervisors' Special Meeting, June 14, 2019**
- g) Consideration of the Minutes of the Board of Supervisors' Workshop, June 25, 2019**
- h) Consideration of the Minutes of the Board of Supervisors' Workshop, July 9, 2019**

Ms. Kopnisky provided edits to the minutes.

ON MOTION by Ms. Kopnisky, seconded by Mr. Ludmerer, with all in favor, the Board approved the Minutes, as amended.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-34,  
Amending Resolution 2019-31,  
Extending the Payment of O&M  
Assessments**

Mr. LaPointe explained that the District needs to extend the \$1,000.00 assessments. Mr. Ludmerer explained that some residents have held mail. District Management will reach out to those individuals by email and other mechanisms and advise them of the O&M Assessment. The District has extended the payment date to August 31, 2019.

ON MOTION by Ms. Bertsch, seconded by Ms. Kopnisky, with all in favor, the Board approved Resolution 2019-34, Amending Resolution 2019-31, extending the Payment of O&M Assessments.

**SIXTH ORDER OF BUSINESS**

**Discussion of the District's FY 2019-  
2020 Meeting Schedule**

Dr. Fishkind stated that the workshop schedule will be adjusted. Mr. Ludmerer suggested setting the workshops approximately 10 days ahead of the Board Meeting. Mr. Wood suggested approving the regular scheduled meetings and adjust workshops as necessary.

ON MOTION by Mr. Ludmerer, seconded by Ms. Bertsch, with all in favor, the Board approved the District's FY 2019-2020 Meeting Schedule.

**SEVENTH ORDER OF BUSINESS**

**Discussion of BAN Financing**  
**a) Memo to Board Regarding  
Request for Proposals  
\$23,310,000 Series 2019 Bond  
Anticipation Note ("BAN")**  
**b) BAN Request for Proposal**

Dr. Fishkind discussed the Bond Anticipation Note Financing. Dr. Fishkind recommended that the Board instruct District staff to work under Mr. Ludmerer to bring forward to the meeting a bond purchase contract. The District would have to develop an offering statement and work with the underwriter. A discussion took place. Mr. Ludmerer asked to know the District's cost before the

Board takes a vote and moves forward. Dr. Fishkind responded that the total cost would not exceed \$25,000.00 to assist in getting the offering statement drafted. This would also include Roosevelt and Cross cost in preparing the bond contract. The only out of pocket cost is the District's share of the offering statement. The \$25,000.00 cost would be recovered as part of the successful sale if it occurred.

ON MOTION by Mr. Ludmerer, seconded by Ms. Bertsch, with all in favor, the Board approved directing District Staff to work with Roosevelt and Cross.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Payment Authorization  
5 for O&M Only - Tabled**

**NINTH ORDER OF BUSINESS**

**Review of District Financial Position**  
a) **Statement of Activity**  
b) **Statement of Financial Position**  
c) **Budget to Actuals**

Dr. Fishkind presented the District financials to the Board. Mr. Ludmerer requested review of the 1-time costs. There was no action required by the Board.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**District Counsel-** Mr. La Pointe stated that there were two complaints filed with the Florida Election Commission by Mr. Moran were dismissed for failure to have sufficient information.

He stated that the purchase and sale of the gold club and other agreements are under review. The water rights issues are nearly resolved.

**District Manager-** No Report

**Supervisor Requests-** Ms. Bertsch stated that the website continues to improve. She asked residents to let her know if they have any issues and she will work with District staff to get it resolved.

Mr. Ludmerer stated that the RD cannot push emails to the community. 450 residents have subscribed to the RD newsletter. He asked the Club to consider during the fall invoicing period to offer residents the opportunity to opt in to the RD newsletter when they send in invoices.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There were no other questions or comments. Mr. Wood requested a motion to adjourn the meeting.

ON MOTION by Ms. Bertsch, seconded by Ms. Kopnisky, with all in favor, the Tuesday, July 12, 2019 Board of Supervisors' Meeting for University Park was adjourned.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

# **University Park Recreation District**

## **Consideration of Minutes Of the July 23, 2019 Board of Supervisors' Special Meeting**

**MINUTES OF MEETING**

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

**Tuesday, July 23, 2019 at 10:00 a.m.**

**University Park Country Club, Card Room,  
7671 The Park Blvd.,  
University Park, Florida 34201**

Board Members present at roll call:

Lisabeth Bertsch	Board Member
Mike Smith	Board Member
Steve Ludmerer	Board Member
Nancy Kopnisky	Board Member

Also, Present:

Hank Fishkind	PFM
Mark Barnebey	Blalock Walters Law Firm
Various Members of the General Public	- See Attached

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

The meeting was called to order at 10:00 a.m. Those in attendance are outlined above.

**SECOND ORDER OF BUSINESS**

**Opening Comments**

Ms. Bertsch commented on the purpose of the RD and she pointed out that the RD is elected representatives of the community. She discussed the consequences if a golf course closes.

**THIRD ORDER OF BUSINESS**

**Public Comments**

Mr. Caufield was a supporter but he has changed his position and criticized the Board.

Mr. Charlesworth commended the Board's action.

Mr. Glower claimed that she did not understand the formation process of the District but she supports the RD but not without seeing the 2018 financials. She brought up other concerns.

Mr. Plavaclo noted that the Board provides full and transparent information.

Mr. Ludmerer read a summary statement as to why we need the assessment authority to respond to unexpected events and secure bonds. Assessments and debt is done only in public meetings based on the laws.

Mr. Smith discussed various conversations he has had with residents.

**FOURTH ORDER OF BUSINESS**

**Public Hearing on the District's Imposition of Assessments**

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2019-35, Adopting the Final Assessment Roll**

Dr. Fishkind discussed the District approaching an underwriter. Mr. Barnebey discussed that Mr. Garrett filed a motion in regard to the \$1,000.00 assessment as well as any monies collected under the BAN assessment. A hearing was requested for September 3, 2019. The Court did not enter a temporary injunction on the collection of those assessments. The \$1,000.00 assessment was already imposed and the District is hoping not to ever have to collect assessments for the BAN. Mr. Ludmerer stated that the \$1,000.00 assessment is now due by August 31, 2019.

The Board will now open a public hearing relative to equalization. He requested a motion from the Board to open the public hearing.

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

Dr. Fishkind Discussed the Mr. and Ms. Edelman's property at 7311 Wimbledon Court. There were no other public comments.

Ms. Kopnisky discussed a conversation she had with John Neal. She wants Neal to continue to assist the RD after purchase. BAN will cost RD extra cost and she would like Neal to reduce purchase to offset the extra cost.

Mr. Smith agreed with Ms. Kopnisky concerning the BAN. Mr. Smith closed the public hearing and requested a motion to approve Resolution 2019-35.

ON MOTION by Ms. Bertsch, seconded by Mr. Ludmerer, with all in favor, the Board approved Resolution 2019-35, adopting the Final Assessment Roll, as amended to reflect change to Exhibit B.

**FIFTH ORDER OF BUSINESS**

**Discussion of the District's FY 2019-2020 Budget**

Mr. Ludmerer presented the updated budget for Fiscal Year 2019-2020. This is a not to exceed budget. This will all be discussed at the August 6, 2019 workshop.

ON MOTION by Ms. Bertsch, seconded by Ms. Kopnisky, with all in favor, the Board approved Resolution 2019-34, Amending Resolution 2019-31, extending the Payment of O&M Assessments.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**Supervisor Requests-** There were no Supervisor requests.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

There were no other questions or comments. Mr. Smith requested a motion to adjourn the meeting.

ON MOTION by Ms. Kopnisky, seconded by Ms. Bertsch, with all in favor, the Tuesday, July 23, 2019 Board of Supervisors' Special Meeting for University Park was adjourned.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

# **University Park Recreation District**

**Discussion  
of the  
FY 2019-2020  
Workshop Schedule**

## **Workshop**

October 1, 2019  
October 29, 2019  
December 3, 2019  
December 31, 2020  
February 4, 2020  
March 3, 2020

Note: Occurs 10 days before the Regular BOS meeting; 10:00 a.m. Card Room.

# **University Park Recreation District**

## **Discussion of Purchase and Sale Agreement And Due Diligence**

# **University Park Recreation District**

## **Consideration Of Roosevelt and Cross Engagement Letter**

# **ROOSEVELT & CROSS**

## **INCORPORATED**

David W. Barr  
Senior Vice President  
Public Finance  
Project Finance Department

55 Broadway  
New York, New York 10006  
Phone: (212)504-9298  
Email: [dbarr@roosevelt-cross.com](mailto:dbarr@roosevelt-cross.com)

August 07, 2019

Dr. Hank Fishkind  
District Manager  
University Park Recreation District  
c/o PFM Group Consulting LLC  
12051 Corporate Blvd  
Orlando, FL 32817

Dear Dr. Fishkind,

Roosevelt & Cross Inc. ("R&C" or the "Underwriter") is pleased to deliver this engagement agreement (the "Engagement Agreement") to provide investment banking and underwriting services to the University Park Recreation District ("UPRD" or the "Issuer") relating to the financing and/or refinancing of (i) the acquisition of an existing 27-holes of championship golf, clubhouse, restaurant, lounge, fitness center, tennis center, and other facilities (the "Recreational Facilities"); (ii) certain identified renovations / upgrades to the Recreational Facilities; (iii) capitalized interest; (iv) the funding of a Debt Service Reserve Fund and (v) the issuance expenses related thereto (the "Project"). It is anticipated that the Project will be financed by either (1) tax-exempt and/or taxable special assessment bond anticipation notes ("BANs") or (2) taxable commercial lending facilities (the "Financing"). This Engagement Agreement confirms the agreement among UPRD and R&C as follows:

### **1. GENERAL SCOPE OF SERVICES**

Generally, R&C, in consultation with any of the Issuer's advisors, will provide the following scope of services described below in connection with the financing and/or refinancing of the Project. Other / alternate tasks may arise and R&C will perform these tasks as necessary at the request of the Issuer.

- a. Devise, structure and/or assist in the plan of financing / refinancing acceptable to the Issuer;
- b. If applicable, conduct a competitive marketing process to (1) select institutions [each a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933 (the "Securities Act") or an "accredited investor," as defined in Rule 501(a)(1),(2),(3), or (7) under the Securities Act (the "Purchaser," or the "Purchasers")] to purchase the BANs or (2) select a commercial lending institution (the "Lender" or "Lenders") to issue the loan(s) in order to finance and/or refinance the Project;
- c. Summarize the terms sheets and/or purchase proposals from said institutions on a comparative basis for presentation to the Issuer, if applicable;
- d. Assist the Issuer in negotiating and finalizing the financing proposals and/or selecting the Purchaser(s) or Lender(s) and the amount of their respective participation in the financing;
- e. Manage the rating agency process including rating application, presentation, site visit, and rating assignment, if applicable;
- f. Arrange and moderate investor conference calls and/or site visits with respect to the Project and the BANs and/or Loan(s);
- g. Prepare and enforce an achievable "Time and Responsibility Schedule", with particular emphasis on achieving the Issuer's targeted closing and funding date;
- h. Prepare all financing cash flows. *Please note, all cash flows prepared by R&C and provided to the Issuer and its consultants are the property of R&C and cannot be shared or otherwise utilized with other outside parties without the express written consent of R&C;*

- i. Prepare and submit to Bond Counsel all information required by IRS Form 8038, if applicable;
- j. To the extent applicable, work with respective Bond Counsel and Issuer Counsel to ensure that the financing complies with the Internal Revenue Code, as amended, and with applicable laws of State of the Issuer;
- k. Directly place the BANs or Loan(s) with purchasers or lenders pursuant to a Purchase Agreement, if applicable;
- l. Plan and arrange for the closing and settlement of the (1) issuance and the delivery of the Securities and/or (2) Loans, if applicable; and
- m. Take other actions to assist the Issuer in successfully completing the proposed financing.

## **2. ENGAGEMENT**

The Issuer hereby engages the Underwriter as its exclusive agent to assist the Issuer in the aforementioned Scope of Services (Section 1 of the Agreement). Either the (1) sale and delivery of the BANs by the Issuer and purchase by the Purchasers, if any or (2) issuance of the Loan(s) by the Lender(s) will occur on the day of closing (“Closing Date”). The Issuer acknowledges and agrees that the Underwriter’s engagement hereunder is not an agreement by the Underwriter or any of its affiliates to purchase the BANs and/or Loan(s) or otherwise provide any financing to the Issuer. The Underwriter hereby accepts this engagement upon the terms and conditions set forth in this Agreement.

## **3. FEES AND EXPENSES**

For its services under this Agreement, the Issuer agrees to pay the Underwriter:

- a. A fee equal to 2.00% of the aggregate amount the Financing, payable on the Closing Date; and
- b. As reimbursement, the reasonable expenses incurred by the Underwriter in preparing to market and marketing the BANs and/or Loan(s), including, but not limited to, travel, fees, and disbursements of counsel to the Underwriter and printing and distribution of the Offering Materials (as defined below), whether or not a closing occurs, upon the earlier of receipt of an invoice or on the Closing Date, but such reimbursement will not exceed \$5,000 without Issuer approval, provided that the Underwriter shall be under no obligation to pay any expenses incident to this Agreement. Such travel, fees, and disbursements shall be at cost with no mark-up and shall be in accordance with the mileage and per diem of Florida Law for public entities.
- c. If there is no BAN issuance, the underwriter shall not be entitled to a fee, although the Issuer shall be responsible for reimbursement for reasonable expenses as set forth in subsection b. above.

While R&C can provide an itemized listing of the estimated costs of issuance, it is hereby understood and acknowledged that R&C has no control over the fees of other parties related to the financing and is not responsible in any way for the negotiation or payment of the fees and expenses of those parties.

In the event the Issuer terminates this Agreement and within twelve (12) months thereafter finances and/or refinances the Project with a Purchaser or Lender identified by the Underwriter to the Issuer prior to such termination, the amounts payable in this Section shall be immediately due and payable by the Issuer.

In the ordinary course of business, R&C (serving as Underwriter), affiliates of R&C, and/or employees of R&C may serve in separate capacities in connection with the issuance of the BANs for which they may independently receive customary fees and expenses. Such capacities may include serving as (1) escrow bidding agent, (2) GIC bidding agent, (3) remarketing agent, (4) arbitrage rebate and yield verification consultant, and (5) salespeople (but not agents) with respect to title insurance and related services. At the present time, it is unknown if R&C (serving as Underwriter), affiliates of R&C, and/or employees of R&C will serve in any such capacities. If R&C (serving as Underwriter), affiliates of R&C, and/or employees of R&C will serve in such capacity or capacities during the course of this financing, appropriate additional disclosures will be made identifying any potential or actual material conflict and shall be approved by the Board of Supervisors of the Issuer.

*[Remainder of page intentionally left blank]*

#### 4. DISCLOSURE AND DUE DILIGENCE

The Issuer will prepare and provide the Underwriter with certain information and/or other documents including, but not limited to (1) financials statements, (2) operational budgets, (3) pro formas, (4) utilization statistics, (5) project, program and organizational narratives, etc., (the “Information Package”) together with other legal documents to be used in connection with the Financing (together with all supplements, modifications, and additions thereto prior to the Closing Date, the “Offering Materials”). The Issuer acknowledges and agrees that it is solely responsible for the completeness, truth, and accuracy of the information regarding the Issuer in the Offering Materials and that the Underwriter and each Purchaser and/or Lender may rely upon, as complete, true, and accurate, the Offering Materials and all information provided by the Issuer to the Underwriter for use in connection with the information regarding the Issuer in the Financing and that the Underwriter does not assume any responsibility therefor.

The Issuer will make available to each Purchaser and/or Lender and the Underwriter such documents and other information which the Purchaser(s) and/or Lender(s) or the Underwriter reasonably deems appropriate, provide access to its officers, directors, employees, accountants, counsel and other representatives, and provide each Purchaser and/or Lender and the Underwriter the opportunity to ask questions and receive answers from knowledgeable individuals, including counsel to the Issuer concerning the Issuer, the BANs and/or Loan(s), and the security therefor; it being understood that the Purchaser(s) and/or Lender(s) and the Underwriter will rely solely upon such information supplied by the Issuer and their respective representatives without assuming any responsibility for independent investigation or verification thereof.

In the event that the Underwriter is unable to complete “due diligence” in order to form a reasonable basis for recommending the BANs and/or Loans to Purchaser(s) and/or Lender(s) either (1) because of the either the Issuer’s or the Issuer’s failure to comply with this Section or (2) because the Underwriter uncovers “red flags” about the Issuer that cause the Underwriter to be not satisfied that Underwriter can in good faith recommend the BANs to Purchasers, the Underwriter may terminate this Agreement without further obligation on the part of the Underwriter to proceed with the Financing and without any obligation on the part of the Underwriter to reimburse to the Issuer monies, if any, advanced by the Issuer to the Underwriter. In such event the amounts due to the Underwriter with regards to expense reimbursements in Section III above shall be immediately due and payable.

#### 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

As of the date of this Agreement, unless otherwise stated, the Issuer represents, warrants, and agrees with the Underwriter that:

- a. To the best of the Issuer’s knowledge, the Issuer (i) is duly organized and validly existing under the laws of the State of Florida (the “State”) and authorized to do business under the laws of the State, (ii) has duly authorized and approved the execution and delivery of this Agreement; (iii) has the full right, power, and authority to own its properties and assets, and to carry on its business as now being conducted by it, and as contemplated by this Agreement, and any other financing documents or other documents to which the Issuer is a party relating to the BANs and/or Loan(s) (the “Issuer Financing Documents”), and (iv) has the full right, power, and authority to execute and deliver the Issuer Financing Documents and to perform all the undertakings of the Issuer thereunder. The validity of the Issuer as a duly organized, validly existing recreation district is the subject of litigation in the case of *Richard Holtom Garrett, et al (collectively, “Petitioner Garrett”) v. the University Park Recreation District*, filed in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, Case No. 2019-CA-000512 (“Garrett I Litigation”) and *Richard Holtom Garrett, et. al. (collectively, “Garrett”) v. University Park Recreation District*, filed in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, Case No. 2019-CA-003038 (Garrett II Litigation). The Garrett I and Garrett II Litigation also alleges the Issuer does not have the authority to issue non-ad valorem special assessments.
- b. To the best of Issuer’s knowledge and subject to the outcome of the Garrett I Litigation and Garrett II Litigation, as As of the date hereof, the Issuer is not in any material respect in violation of, breach of, or default under any applicable law of the State or of any state in which the Issuer is authorized to do business or of the United States, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note agreement (including, without limitation, the Issuer Financing Documents) or the other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its property or assets is bound, which violation or breach of or default would have a material adverse effect upon the transactions contemplated by this Agreement, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event

of default under any such instruments; and the execution and delivery of the Issuer Financing Documents, the performance by the Issuer of its obligations thereunder, the consummation by the Issuer of the transactions contemplated thereby and compliance with the provisions on the Issuer's part contained therein, do not and will not conflict with or constitute on the part of the Issuer a violation or breach of or default under any law of the State or of any state in which the Issuer is authorized to do business or of the United States, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note agreement (including, without limitation, the Issuer Financing Documents) or other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its property or assets are bound which violation, breach or default would have a material adverse effect upon the transactions contemplated by this Agreement, nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer or under the terms of any such law, regulation, or instrument, except as provided by the BANs and/or Loan(s) or the Issuer Financing Documents.

- c. To the best of Issuer's knowledge and subject to the outcome of the Garrett I Litigation and Garrett II Litigation, on the Closing Date, the Issuer Financing Documents will constitute the valid, legal and binding obligations of the Issuer (assuming due authorization, execution and delivery by the respective other parties thereto, where necessary), enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability affecting the enforcement of creditors' rights and to general principles of equity, regardless of whether such enforceability is considered in equity or in law.
- d. To the best of Issuer's knowledge and subject to the outcome of the Garrett I Litigation and Garrett II Litigation, no consent, approval, authorization or order of any court or governmental body is required for the consummation by the Issuer of the transactions contemplated by this Agreement and the other Issuer Financing Documents, except a vote of the Issuer's Board of Supervisors.
- e. As of the date hereof, and with exception of the Garrett I Litigation and the Garrett II Litigation, other than previously disclosed litigation, there is no action, suit, proceeding, inquiry or investigation of which the Issuer has been notified, at law or in equity, before or by any judicial or administrative court or governmental agency or body, state, federal or other, pending or, to the best knowledge of the Issuer, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers executing this Agreement to their respective offices, or contesting or affecting as to the Issuer the validity or enforceability of the BANs and/or Loan(s), any of the Issuer Financing Documents or the execution and delivery or adoption by the Issuer of any of the Issuer Financing Documents, or in any way contesting or challenging the powers of the Issuer or its authority with respect to the Issuer Financing Documents or the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the Issuer, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial condition or operations of the Issuer or the validity of the authorization, execution, delivery or performance by the Issuer of any of the Issuer Financing Documents.
- f. Any certificate signed by the Issuer and delivered to the Underwriter and/or the Issuer shall be deemed a representation and warranty by the Issuer to the Underwriter and/or the Issuer as to the statements made therein.
- g. Regarding information provided by the Issuer to the Underwriter:
  - 1) The Issuer will furnish the Underwriter and the Purchaser(s) and/or Lender(s) with the Information Package. The Issuer represents and warrants that all information made available to the Underwriter by the Issuer or contained in the Information Package, when provided will be, and will be at all times thereafter during the period of the engagement of the Underwriter hereunder, be complete, true, and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made; and/or
  - 2) The Offering Memorandum, if and when provided, will be complete, true, and accurate in all material respects and if / when provided will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein not misleading in light of the circumstances in which such statements are made;
  - 3) Except as otherwise indicated to the contrary in the Issuer's financial statements, all historical financial statements of the Issuer provided to the Underwriter and each Purchaser and/or Lender will be prepared in accordance with generally accepted accounting principles and practices then in effect in the United States and will fairly present the financial condition and operations of the entities covered thereby in all material respects;
  - 4) Any forecasted financial or market information with respect to the Issuer or its market provided to the Underwriter and each Purchaser and/or Lender by the Issuer has been or will be prepared in good faith with a reasonable basis for the assumptions and the conclusions reached therein.

- 5) On the Closing Date, the Issuer will deliver or cause to be delivered to the Underwriter:

An opinion of counsel to the Issuer, dated the Closing Date that the District is a recreation district duly organized and validly existing in accordance with the Charter. However, the validity of the District and its authority to impose special assessments is the subject of litigation filed in the case of Richard Holtom Garrett, et al (collectively, "Petitioner Garrett") v. the University Park Recreation District and Manatee County, Florida, filed in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, Case No. 2019-CA-000512 (the "Garrett I Litigation") and Richard Holtom Garrett, et al. v. University Park Recreation District and Manatee County, Florida, Case No. 2019-CA-3038 filed in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, ("Garrett II Litigation"). At this point, the District anticipates prevailing in the Garrett I and Garrett II Litigation. Such opinion is not a guaranty; it represents our good faith belief as to the outcome of the Garrett I and II Litigation based on current information and our experience to date in the matters;

- (i) A certificate of the Issuer, dated the Closing Date, stating:
- a) The representations and warranties of the Issuer contained in this Agreement are true and correct as if made on the Closing Date;
  - b) The Issuer has complied with and fully satisfied all of its agreements with and obligations to the Underwriter under this Agreement; and
  - c) As of its date and the Closing Date, the information contained in the Offering Memorandum, if any, is complete, true, and accurate and such information does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

## 6. TERMINATION

This Agreement may be terminated by either party upon ten (10) business days' prior written notice; provided that the provisions of Section III and obligations thereunder shall not be affected by such termination.

## 7. REGULATORY DISCLOSURE

The Issuer acknowledges, in connection with the purchase and sale of the BANs and/or issuance of the Loan(s), the offering of the BANs for sale and/or Loan(s) for issuance and the discussions and negotiations relating to the terms of the BANs and/or Loans pursuant to and as set forth in this Agreement, that:

- a. The Underwriter has acted at arm's length, is acting solely for its own account and is not agent of or advisor to (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), and owes no fiduciary duty to the Issuer or any other person;
- b. The Underwriter's duties and obligations to the Issuer shall be limited to those contractual duties and obligations set forth in this Agreement;
- c. The Underwriter may have interests that differ from those of the Issuer;
- d. The Issuer has consulted its legal and financial advisors to the extent it deemed appropriate in connection with the offering and sale of the BANs and/or issuance of the Loan(s). The Issuer further acknowledges and agrees that it is responsible for making its judgment with respect to the offering and sale of the BANs and/or issuance of the Loan(s) and the process leading thereto. The Issuer agrees that it will not claim that the Underwriter acted as a Municipal Advisor to it or rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to it, in connection with the offering or sale of the BANs and/or issuance of the Loan(s) or the process leading thereto;
- e. The Underwriter intends to serve as a Underwriter, and not as a financial advisor or municipal advisor in connection with the issuance of the BANs and/or issuance of the Loan(s). As part of our services as the Underwriter we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the BANs and/or Loan(s);
- f. Concerning our role as the Underwriter:
  - 1) Municipal Securities Rulemaking Board Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;

- 2) Our primary role in this transaction is to facilitate the sale and purchase of your BANs and/or issuance of your Loan(s) between you and one or more investors / lenders for which we will receive compensation;
  - 3) Unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
  - 4) We have a duty to use our commercially reasonable efforts to arrange the (i) purchase of the BANs from you by investors and/or (ii) issuance of Loan(s) at a fair and reasonable prices, but must balance that duty with our duty to arrange the sale to investors and/or lenders at prices that are fair and reasonable; and
  - 5) We will review the Offering Materials for your BANs and/or Loan(s) in accordance with, and as part of, our responsibilities to investors and/or lenders under the federal securities laws, as applied to the facts and circumstances of the transaction.
- g. Concerning our Compensation, we will be compensated pursuant to the terms set forth in Section 3 of this Agreement. A portion of our compensation may be based in whole or in part upon the principal amount of the BANs and/or Loan(s) sold / issued in the Financing. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the Underwriter may have an incentive to recommend to you a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

## **8. SURVIVAL OF CERTAIN REPRESENTATIONS AND OBLIGATIONS**

The respective agreements, covenants, representations, warranties and other statements of the Issuer and their respective officers set forth in or made pursuant to this Agreement shall survive delivery of and payment for the BANs and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Underwriter.

## **9. NOTICES**

Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer's District Manager, PFM Group Consulting, LLC, 12051 Corporate Boulevard, Orlando, FL 32817. Attention: Henry H. Fishkind, Ph.D. with copies to the Board of Supervisors Chair, c/o PFM Group Consulting, LLC, 12051 Corporate Boulevard, Orlando, FL 32817 and District Counsel. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to Roosevelt & Cross, 55 Broadway, New York, NY 10006, Attention: David Barr, Senior Vice President.

## **10. INDEMNIFICATION AND CONTRIBUTION**

- a. Subject to the limitations contained in Section 768.28, Florida Statutes, the Issuer agrees to pay, defend, protect, indemnify, save and hold harmless the Underwriter and each affiliate, member, officer, director, official, employee and agent of the Underwriter and their respective counsel, and each person, if any, who controls any of the foregoing within the meaning of Section 15 of the 1933 Act, or Section 20 of the Securities Exchange Act of 1934, as amended (each an "Indemnified Party" and all collectively referred to herein as the "Indemnified Parties"), against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees whether incurred before trial, at trial, on appeal or in any bankruptcy or arbitration proceeding), causes of action (whether in contract, tort, or otherwise), suits, claims, demands and judgments of any kind, character and nature (collectively referred to herein as the "Liabilities") caused by or directly or indirectly arising from or in any way relating to (i) the BANs, the Loan(s) the Financing Documents or any transaction or agreement, written or oral, pertaining to the foregoing except for the Indemnified Party's gross negligent acts or willful misconduct with respect thereto, or (ii) any untrue or misleading statement or alleged untrue or alleged misleading statement contained in, or omission from or alleged omission from, the Offering Memorandum, if any, or Information Package necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. This indemnification provision shall not be construed as a limitation on any other liability which the Issuer may otherwise have to any indemnified person. Nothing herein is intended to waive sovereign immunity on behalf of the District.
- b. The Underwriter shall indemnify and hold harmless the Issuer, and each member of its Board of Supervisors, its employees and agents and their respective counsel, and each person, if any, who controls the Issuer within the meaning of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Issuer or any such Supervisor, employee, agent or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in any Offering Memorandum or in any amendment or supplement thereto, or (ii) the omission or alleged omission to state in any Offering Memorandum, or in any amendment or supplement thereto, any material fact required to be stated therein

or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning such Underwriter or the Issuer that was furnished to the Issuer through representatives of the Underwriter specifically for inclusion therein. The foregoing indemnity agreement is in addition to any liability that Underwriter may otherwise have to the Issuer or any such Supervisor, employee, agent or controlling person.

- c. Promptly after receipt by an Indemnified Party under paragraph (a) of this Section of notice of the commencement of any action against such Indemnified Party in respect of which indemnity or reimbursement may be sought against the Issuer under any such paragraph, such Indemnified Party will notify the Issuer in writing of the commencement thereof; provided that any delay or failure to give such notification shall be of no effect except to the extent that the Issuer is prejudiced thereby.
- d. In case any action, claim or proceeding, as to which the Issuer is to provide indemnification hereunder, shall be brought against the Indemnified Party and the Indemnified Party notifies the Issuer of the commencement thereof, the Issuer may, or if so requested by the Indemnified Party shall, participate therein or assume the defense thereof, with counsel reasonably satisfactory to the Indemnified Party; provided that, except as provided below, the Issuer shall not be liable for the expenses of more than one separate counsel representing the Indemnified Parties in the action, claim or proceeding.
- e. If the Issuer shall not have employed counsel to have charge of the defense of the action, claim or proceeding, or if any Indemnified Party shall have concluded reasonably that there may be a defense available to it or to any other Indemnified Party which is different from or in addition to those available to the Issuer or to any other Indemnified Party (hereinafter referred to as a "separate defense"), (i) the Issuer shall not have the right to direct the defense of the action, claim or proceeding on behalf of the Indemnified Party, and (ii) legal and other expenses incurred by the Indemnified Party (including without limitation, to the extent permitted by law, reasonable attorney's fees and expenses actually incurred) shall be borne by the Issuer; provided, that the Issuer shall not be liable for the expenses of more than one additional separate counsel for each Indemnified Party with respect to such separate defenses. For the purpose of this paragraph, an Indemnified Party shall be deemed to have concluded reasonably that a separate defense is available to it or any other Indemnified Party if (a) such Indemnified Party shall have requested an unqualified written opinion from Independent Counsel to the effect that a separate defense exists, and such Independent Counsel shall have delivered such opinion to the Indemnified Party within ten (10) days after such request or (b) the Issuer agrees that a separate defense is so available. For purposes of this paragraph, Independent Counsel shall mean any attorney, or firm or association of attorneys, duly admitted to practice law before the supreme court of any state and not a full-time employee of any Indemnified Party. Nothing contained in this paragraph (d) will preclude any Indemnified Party, at its own expense, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the Issuer hereunder. Notwithstanding anything to the contrary, each of the Issuer or the Underwriter may employ its own counsel (whether one or more separate counsel) in any manner it deems appropriate and the Issuer, if so required hereunder, shall indemnify the Issuer and/or the Underwriter as the case may be for all reasonable costs actually incurred of such counsel.
- f. In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in the first paragraph of this Section 10 is for any reason held to be unavailable, the Issuer and the Indemnified Party shall contribute proportionately to the aggregate Liabilities to which the Issuer and the Indemnified Party may be subject, so that the Indemnified Party is responsible for that portion represented by the percentage that the fees paid by the Issuer to the Indemnified Party in connection with the issuance and administration of the BANs bears to the aggregate offering price of the BANs, with the Issuer responsible for the balance; provided, however, that in no case shall the Indemnified Party be responsible for any amount in excess of the fees paid by the Issuer to the Indemnified Party in connection with the issuance and administration of the BANs.
- g. The Indemnified Parties, other than the Underwriter and the Issuer, shall be considered to be third-party beneficiaries of this Agreement for purpose of this Section 10. The provisions of this Section 10 will be in addition to all liability which the Issuer may otherwise have and shall survive any termination of this Agreement, the offering and sale of the BANs and the payment or provisions for payment of the BANs.

## **11. PUBLIC NOTICE**

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

PFM GROUP CONSULTING, LLC  
12051 CORPORATE BOULEVARD  
ORLANDO, FL 32801  
ATTENTION: HANK FISHKIND, Ph.D.

## **12. NO ASSIGNMENT**

This Agreement has been made by the Issuer and the Underwriter, and no person, other than the foregoing and any indemnitee pursuant to Paragraph 10 above, shall acquire or have any right under or by virtue of this Agreement.

## **13. APPLICABLE LAW**

This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of Florida and venue shall be in the courts in and for Manatee County, Florida.

## **14. EFFECTIVENESS**

This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.

## **15. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

## **16. COUNTERPARTS**

This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.

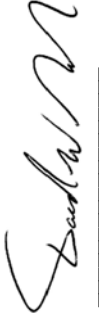
*[Remainder of page intentionally left blank]*

If the foregoing correctly sets forth our understanding, please sign as indicated on the following page, and return two (2) copies of this Engagement Agreement to the address set forth below whereupon it shall constitute a binding agreement between the parties. A facsimile or computer generated signature, such as a PDF, shall be deemed to be an original signature on this Agreement.

Roosevelt & Cross Inc. looks forward to serving you as Underwriter.

Very truly yours,

**Roosevelt & Cross Inc.**

By  \_\_\_\_\_

David Barr  
Senior Vice President  
1 Exchange Plaza  
55 Broadway, 22<sup>nd</sup> Floor  
New York, NY 10006

Date: August 07, 2019

**Agreed to and Accepted as of:**

**Issuer**

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

Name:

Title:

Date:

**ANNEX A**

**FORM OF**

**DISCLOSURES BY UNDERWRITER TO ISSUER**

**PURSUANT TO MSRB RULE G-17**

**ROOSEVELT & CROSS**  
**INCORPORATED**

David W. Barr  
Senior Vice President  
Public Finance  
Project Finance Department

55 Broadway  
New York, New York 10006  
Phone: (212)504-9298  
Email: [dbarr@roosevelt-cross.com](mailto:dbarr@roosevelt-cross.com)

Date

**Re: Disclosures by Underwriter Pursuant to MSRB Rule G-17**

[Par Amount]  
[Issuer]  
[Obligor]

Dear \_\_\_\_\_,

We are writing to provide \_\_\_\_\_ [Issuer] \_\_\_\_\_, as Issuer (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "BANs") which are being issued for the benefit of \_\_\_\_\_ [Obligor] \_\_\_\_\_ (the "Obligor" or "Issuer") to \_\_\_\_\_ [Project] \_\_\_\_\_ (the "Project"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012).

The Issuer has engaged Roosevelt & Cross Inc. ("R&C") to serve as an Underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the BANs.

As part of our services as Underwriter, R&C may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the BANs.

I. Disclosures Concerning the Underwriter Role:

(i) MSRB Rule G-17 requires a Underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The Underwriter's primary role is to sell the BANs with a view to distribution in an arm's-length commercial transaction with the Issuer. The Underwriter has financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the Underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

(iv) The Underwriter has a duty to arrange the sale of the BANs from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the BANs to investors at prices that are fair and reasonable.

(v) The Underwriter will review the offering statement for the BANs in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

II. Disclosures Concerning the Underwriter's Compensation:

The Underwriter will be compensated by a fee that has been set forth in the engagement agreement to be negotiated and entered into in connection with the issuance of the BANs. Payment or receipt of the fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the BANs. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

### III. Additional Conflicts Disclosures:

R&C has identified the following potential or actual material conflicts:

In the ordinary course of business, R&C (serving as Underwriter), affiliates of R&C, and/or employees of R&C may serve in separate capacities in connection with the issuance of the BANs (for which they may independently receive customary fees and expenses), including serving as (i) escrow bidding agent, (ii) GIC bidding agent, (iii) remarketing agent, (iv) arbitrage rebate and yield verification consultant, and (v) salespeople (but not agents) with respect to title insurance and related services.

Beyond this, at the present time, R&C has not identified any additional potential or actual material conflicts of interest that require disclosure. If additional potential or actual material conflicts are identified in the course of this financing, R&C will provide you with appropriate additional disclosures.

### IV. Disclosures Concerning Complex Municipal Securities Financing:

Since R&C has recommended to the Issuer a financing structure that may be a “complex municipal securities financing” for purposes of MSRB Rule G-17, attached on Exhibit A hereto is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

Under MSRB Rule G-17, the Underwriter must provide an issuer with disclosures about complex municipal securities financings that they recommend to the issuer for a negotiated offering.

The BANs will all be [ ] rate BANs. The BANs generally may be treated as a complex municipal securities financing under MSRB Rule G-17.

As the Issuer of the BANs, you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance of the BANs, but the material financial risks described below will be limited as set forth in those legal documents.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer’s own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me at the address set forth below. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the BANs. Thank you.

Sincerely,



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

David Barr  
Senior Vice President  
1 Exchange Plaza  
55 Broadway, 22<sup>nd</sup> Floor  
New York, NY 10006

CC: Bond Counsel  
Underwriter's Counsel [Obligor]

## Exhibit A

Certain risks may arise in connection with your issuance of BANs, including some or all of the following (generally, other parties, rather than you, will bear these risks for conduit revenue bonds):

### **Issuer Default Risk**

You may be in default if the funds pledged to secure your BANs are not sufficient to pay debt service on the BANs when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the BANs, the trustee and any credit support provider may be able to exercise a range of available remedies against you. If the BANs are revenue BANs, you may be required to take steps to increase the available revenues that are pledged as security for the BANs. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer BANs or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the BANs.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

### **The BANs are Revenue Bonds**

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of the Issuer's full faith and credit and the Issuer is obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel the Issuer to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, the Issuer's are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) including the Bonds described herein may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

### **Tax Compliance Risk**

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). Involved parties must take certain steps and make certain representations prior to the issuance of tax-exempt BANs. Obligor also must covenant to take certain additional actions after issuance of the tax-exempt BANs. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the BANs to become taxable retroactively to the date of issuance of the BANs, which may result in an increase in the interest rate that you pay on the BANs or the mandatory redemption of the BANs. The IRS also may audit other involved parties or the BANs, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the BANs are declared taxable, or if Obligor is subject to audit, holders of BANs that are subject to optional tender, if any, may elect to put their BANs, the remarketing agent may have difficulty remarketing the BANs and the BANs likely will bear a higher interest rate after any applicable interest reset. Further, your ability to issue other tax-exempt BANs also may be limited. This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the BANs.

# **University Park Recreation District**

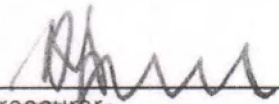
## **Ratification of Payment Authorizations 3-5**

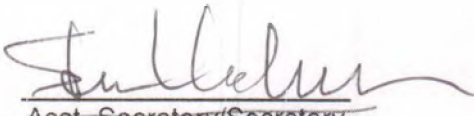
# University Park Recreation District

Payment Authorization No. 3  
4/30/2019

## O&M - General Fund Expenses

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Blalock	40896-000-5	District Atty.	\$2,867.00
Fishkind	24458	Phone Conference	31.90
Fishkind	24458	Legal Ads	238.68
Fishkind	24458	Travel	508.00
PFM	DM-04-2019-0067	Mgmt-Apr2019	\$4,166.67
PFM	DM-04-2019-0067	Accounting Apr2019	\$4,166.67
PFM	DM-04-2019-0067	Web Hosting Apr 2019	\$208.33
<hr/> O&M - General Fund Expenses Total			12,187.25

  
\_\_\_\_\_  
Treasurer  
Secretary/Asst Secretary

  
\_\_\_\_\_  
Asst. Secretary/Secretary  
Treasurer

# University Park Recreation District

Payment Authorization No. 4  
5/31/2019

## O&M - General Fund Expenses

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Blalock	40896-000-6	District Atty. Apr2019	\$5,547.50
Bradenton Herald	4216137	Legal Ads	\$72.54
Fishkind	24483	Phone Conference	126.28
Fishkind	24483	Legal Ads	76.05
Fishkind	24483	Check Stock	306.16
PFM	DM-05-2019-0068	Mgmt-May2019	\$4,166.67
PFM	DM-05-2019-0068	Accounting May2019	\$4,166.67
PFM	DM-05-2019-0068	Web Hosting May 2019	\$208.33
<hr/> O&M - General Fund Expenses Total			14,670.20



Treasurer *secretary / asst sec*



Asst. Secretary/Secretary  
*Treasurer*

# University Park Recreation District

Payment Authorization No. 5  
6/30/2019

## O&M - General Fund Expenses

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Blalock	40896-000-7	District Atty.May2019	\$4,956.58
Bradenton Herald	4263838	Legal Ads - 6.18.19	\$72.54
Fishkind	24508	Phone Conference	\$318.67
Fishkind	24508	Legal Ads	\$257.40
PFM	DM-06-2019-0067	Mgmt-June2019	\$4,166.67
PFM	DM-06-2019-0068	Accounting June2019	\$4,166.67
PFM	DM-06-2019-0069	Web Hosting June 2019	\$208.33
<hr/> O&M - General Fund Expenses Total			\$14,146.86

\_\_\_\_\_  
Asst. Secretary/Secretary

\_\_\_\_\_  
Treasurer

Payment Authorization No. 5  
6/30/2019

**Non Recurring Expenses**

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Bradenton Herald	4226673	Legal Ads - 5.25.19	\$936.00

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One Time Expenses Total \$936.00

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
		<b>Litigation Expenses</b>	
Blalock	40896-007-5	DA - May2019	\$29,748.65
Blalock	40896-000-7	DA - May2019	\$4,334.00
Blalock	40896-004-5	DA - May2019	\$3,190.00

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Total Litigation Expenses \$37,272.65

Total One Time and Litigation Expense \$38,208.65

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Asst. Secretary/Secretary

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Treasurer

# **University Park Recreation District**

## **Public Hearing Related to the Adoption of a Fiscal Year 2019-2020 Budget**

# **University Park Recreation District**

## **Public Comments and Testimony**

# **University Park Recreation District**

## **Board Comments**

# **University Park Recreation District**

**Consideration of Resolution 2019-36,  
Adopting Fiscal Year 2019-2020 Budget and  
Appropriating Funds**

**RESOLUTION 2019-36**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE UNIVERSITY PARK RECREATION DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District was established by the Board of County Commissioners of Manatee County, Florida, effective August 2, 2018 and;

**WHEREAS**, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the University Park Recreation District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Manatee County Ordinance 18-29, Laws of Florida and Chapter 189, *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Manatee County Ordinance 18-29 and Chapter 189, *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Manatee County Ordinance 18-29, Laws of Florida and Chapter 189, *Florida Statutes*; and

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

**WHEREAS**, Manatee County Ordinance 18-29, Laws of Florida, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

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

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Manatee County Ordinance 18-29, Laws of Florida and Section 189.016, *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the University Park Recreation District for the Fiscal Year Ending September 30, 2020.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of Five Hundred Thirty-Five Thousand Five Hundred and Thirty (\$535,530.00) Dollars to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$535,530.00
TOTAL ALL FUNDS	\$535,530.00

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

**PASSED AND ADOPTED THIS 13<sup>th</sup> DAY OF AUGUST, 2019.**

ATTEST:

**UNIVERSITY PARK  
RECREATION DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

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

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

**Exhibit A:** Fiscal Year 2019/2020 Budget

**Exhibit A:**  
Fiscal Year 2019/2020 Budget

**University Park Recreation District**

FY20 Proposed Budget

	<b>FY 2019 Adopted O&amp;M Budget</b>	<b>FY 2020 Proposed O&amp;M Budget</b>
<b><u>Revenues</u></b>		
Other Income & Other Financing Sources	\$5,000	
Assessment for O&M		
Prior Year Assessment		\$200,000
PrYr Surplus		\$194,519
Inter-Fund Transfers - Country Club to O&M	\$146,800	\$141,011
Inter-Fund Transfers - O&M to Non-Recurring		
<b>Net Revenues</b>	<b><u>\$151,800</u></b>	<b><u>\$535,530</u></b>
<b><u>General &amp; Administrative Expenses</u></b>		
Insurance	\$6,000	\$2,805
Management	\$50,000	\$75,000
Dissemination Agent	\$5,000	\$0
District Counsel	\$10,000	\$40,000
District Counsel - Non-Recurring		\$25,000
District Counsel - Litigation		\$250,000
Assessment Administration	\$10,000	\$10,000
Audit	\$6,000	\$6,000
Accounting	\$50,000	\$50,000
Travel and Per Diem	\$550	\$5,000
Telecommunications	\$200	\$0
Postage & Shipping	\$300	\$1,500
Copies	\$1,000	\$2,000
Legal Advertising	\$5,000	\$5,000
Bank Fees		\$450
Meeting Set Up		\$27,000
Contingency	\$5,000	\$24,000
Web Site Maintenance	\$2,500	\$6,600
Dues, Licenses, and Fees	\$250	\$175
Inter-Fund Transfer Out	\$0	\$0
Short Term Financing Repayment Interest	\$0	\$5,000
<b>Total General &amp; Administrative Expenses</b>	<b><u>\$151,800</u></b>	<b><u>\$535,530</u></b>
<b>Total Expenses</b>	<b><u>\$151,800</u></b>	<b><u>\$535,530</u></b>
<b><u>Net Income</u></b>	<b><u><u>\$0</u></u></b>	<b><u><u>\$0</u></u></b>

# **University Park Recreation District**

## **Review of District's Financial Position**

## University Park Recreation District

### Statement of Activities (YTD)

As of 7/31/2019

	General Fund	Non-Recurring	Total
<b><u>Revenues</u></b>			
Off-Roll Assessments	\$611,527.97		\$611,527.97
Other Income & Other Financing Sources	1,018.75		1,018.75
Inter-Fund Transfers In		\$269,834.39	269,834.39
Total Revenues	\$612,546.72	\$269,834.39	\$882,381.11
<b><u>Expenses</u></b>			
Insurance	\$2,585.00		\$2,585.00
Management	41,666.70		41,666.70
District Counsel	29,355.06		29,355.06
Accounting	41,666.70		41,666.70
Travel and Per Diem	2,802.32		2,802.32
Telephone	980.24		980.24
Postage & Shipping	74.22		74.22
Copies	1,773.60		1,773.60
Legal Advertising	3,112.20		3,112.20
Contingency	480.40		480.40
Web Site Maintenance	2,083.30		2,083.30
Inter-Fund Transfers	269,834.39		269,834.39
Other Financing Uses		\$111,600.56	111,600.56
Other Financing Uses - Litigation		217,845.09	217,845.09
Total Expenses	\$396,414.13	\$329,445.65	\$725,859.78
<b>Change In Net Assets</b>	\$216,132.59	(\$59,611.26)	\$156,521.33
<b>Net Assets At Beginning Of Year</b>	(\$148.49)	\$0.00	(\$148.49)
<b>Net Assets At End Of Year</b>	\$215,984.10	(\$59,611.26)	\$156,372.84

## University Park Recreation District

### Statement of Financial Position

As of 7/31/2019

	General Fund	Non-Recurring	Total
<b><u>Assets</u></b>			
<b><u>Current Assets</u></b>			
General Checking Account	\$577,467.14		\$577,467.14
Due From Other Funds	59,611.26		59,611.26
Total Current Assets	\$637,078.40	\$0.00	\$637,078.40
<b>Total Assets</b>	<b>\$637,078.40</b>	<b>\$0.00</b>	<b>\$637,078.40</b>
<b><u>Liabilities and Net Assets</u></b>			
<b><u>Current Liabilities</u></b>			
Accounts Payable	\$71,094.30		\$71,094.30
Notes and Loans Payable - Current	350,000.00		350,000.00
Due To Other Funds		\$59,611.26	59,611.26
Total Current Liabilities	\$421,094.30	\$59,611.26	\$480,705.56
<b>Total Liabilities</b>	<b>\$421,094.30</b>	<b>\$59,611.26</b>	<b>\$480,705.56</b>
<b><u>Net Assets</u></b>			
Net Assets - General Government	(\$148.49)		(\$148.49)
Current Year Net Assets - General Government	216,132.59		216,132.59
			\$0.00
Current Year Net Assets, Unrestricted		(59,611.26)	(\$59,611.26)
<b>Total Net Assets</b>	<b>\$215,984.10</b>	<b>(\$59,611.26)</b>	<b>\$156,372.84</b>
<b>Total Liabilities and Net Assets</b>	<b>\$637,078.40</b>	<b>\$0.00</b>	<b>\$637,078.40</b>

## University Park Recreation District

### Budget to Actual

For the period of 10/1/2018 Through 7/31/2019

Fund: (001) General Fund - Operations & Maintenance

	Actual	Year To Date Budget	Variance	FY19 Budget
<b><u>Revenues</u></b>				
Assessments	\$611,527.97		\$611,527.97	
Other Income & Other Financing	\$1,018.75	\$4,166.67	\$(3,147.92)	\$5,000.00
Inter-Fund Transfers In	0.00	122,333.33	\$(122,333.33)	146,800.00
<b>Net Revenues</b>	<b><u>\$612,546.72</u></b>	<b><u>\$126,500.00</u></b>	<b><u>\$486,046.72</u></b>	<b><u>\$151,800.00</u></b>
<b><u>General &amp; Administrative Expenses</u></b>				
Insurance	\$2,585.00	\$5,000.00	\$2,415.00	\$6,000.00
Management	\$41,666.70	\$41,666.67	\$(0.03)	50,000.00
Dissemination Agent	\$0.00	\$4,166.67	\$4,166.67	5,000.00
District Counsel	\$29,355.06	\$8,333.33	\$(21,021.73)	10,000.00
Assessment Administration	\$0.00	\$8,333.33	\$8,333.33	10,000.00
Audit	\$0.00	\$5,000.00	\$5,000.00	6,000.00
Accounting	\$41,666.70	\$41,666.67	\$(0.03)	50,000.00
Travel and Per Diem	\$2,802.32	\$458.33	\$(2,343.99)	550.00
Telephone	\$980.24	\$166.67	\$(813.57)	200.00
Postage & Shipping	\$74.22	\$250.00	\$175.78	300.00
Copies	\$1,773.60	\$833.33	\$(940.27)	1,000.00
Legal Advertising	\$3,112.20	\$4,166.67	\$1,054.47	5,000.00
Contingency	\$480.40	\$4,166.67	\$3,686.27	5,000.00
Web Site Maintenance	\$2,083.30	\$2,083.33	\$0.03	2,500.00
Dues, Licenses, and Fees	\$0.00	\$208.33	\$208.33	250.00
Interfund Transfers	\$269,834.39		\$(269,834.39)	250.00
<b>Total General &amp; Administrative Expenses</b>	<b><u>\$396,414.13</u></b>	<b><u>\$126,500.00</u></b>	<b><u>\$(269,914.13)</u></b>	<b><u>\$152,050.00</u></b>
<b>Total Expenses</b>	<b><u>\$396,414.13</u></b>	<b><u>\$126,500.00</u></b>	<b><u>\$(269,914.13)</u></b>	<b><u>\$152,050.00</u></b>
<b>Net Income (Loss)</b>	<b><u>\$216,132.59</u></b>	<b><u>\$0.00</u></b>	<b><u>\$216,132.59</u></b>	<b><u>\$0.00</u></b>