## University Park Recreation District

The Special Meeting of the **Board of Supervisors of University Park Recreation District** will be held on **Tuesday, October 29, 2024, at 2:00 PM** at the Business Offices located at 8301 The Park Boulevard, University Park, FL 34201 and or virtually.

Join meeting via Zoom:

https://us02web.zoom.us/i/84588938513?pwd=eUE4Q3BTNGVLNXBsOGViRXk1cWo2QT09

### **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Organizational Matters**

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

### **Administrative Matters**

- 1. Consideration of the Minutes of the August 9, 2024, Board of Supervisors' Meeting
- 2. Consideration of the Minutes of the August 28, 2024, RFQ Response Opening Meeting Minutes

### **Staff Report Matters**

- 3. District Counsel
  - a. Update on Bond Validation Litigation
- 4. District Manager
- 5. Club Management

### **Business Matters**

- 6. Consideration of Resolution 2025-01, Adopting Goals, Objectives, and Performance Measures and Standards
- 7. Consideration of Resolution 2025-03, Approving the Five-Year Plan Which Includes a Capital Expenditure Plan and Projected Expenditure Budget for FY 2025-2029
- 8. Reapproving and Ratifying the Approval of Resolution 2025-02, Approving the Renewal of the Golf Cart Fleet Lease, Adopted During the Emergency Meeting of the Board of Supervisors Held on October 16, 2024
- 9. Review and Consideration of the Fourth Election Process
  - a. Appointment of Election Chair

### **District Financial Matters**

10. Ratification of Payment Authorization Nos. 124 – 125



Date	Meeting Type	Time	Location	Note
November 8, 2024	Board Meeting	1:00 PM	University Park	Business Offices
December 3, 2024	Workshop Meeting	2:00 PM	University Park	Business Offices

11. Supervisor Requests & Comments

### **Adjournment**





Consideration of the Minutes of the August 9, 2024, Board of Supervisors' Meeting

### MINUTES OF MEETING

UNIVERSITY PARK RECREATION DISTRICT BOARD OF SUPERVISORS' MEETING Friday, August 9, 2024 1:00 p.m. The Business Offices 8301 The Park Boulevard, University Park, FL 34201

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

Sally Dickson Chairperson

Mark Criden Vice Chairperson

Steve Ludmerer Treasurer/2<sup>nd</sup> Vice Chairperson (via Zoom)

Rusty Piersons Assistant Secretary
David Murphy Assistant Secretary

Also, Present in person or via phone:

Vivian Carvalho District Manager - PFM Group Consulting LLC

Kwame JacksonADM - PFM Group Consulting LLC(via Zoom)Venessa RipollPFM Group Consulting LLC(via Zoom)Kristin LaskyPFM Group Consulting LLC(via Zoom)

Kevin Plenzler PFM Financial Advisors

Mark Barnebey District Counsel - Blalock Walters
John Fetsick General Manager - Country Club

Curtis Nickerson Director of Properties and Facilities - Country Club

Various audience members via Zoom and in person

#### FIRST ORDER OF BUSINESS

### **Organizational Matters**

### Call to Order and Roll Call

The meeting was called to order at 1:01 p.m. by Ms. Dickson and Ms. Carvalho confirmed quorum to proceed. Those in attendance are outlined above.

#### **Public Comments**

There were no public comments.

#### **SECOND ORDER OF BUSINESS**

#### **Administrative Matters**

Consideration of the Minutes of:

- the June 4, 2024, Special Board of Supervisors' Meeting
- the June 14, 2024, Board of Supervisors' Meeting
- the June 27, 2024, Continued Board of Supervisors' Meeting

The Board reviewed the minutes.

ON MOTION by Mr. Criden, seconded by Mr. Murphy, with all in favor, the Board approved the minutes of the June 4, 2024, Special Board of Supervisors' Meeting, the June 14, 2024, Board of Supervisors' Meeting, and the June 27, 2024, Continued Board of Supervisors' Meeting.

#### THIRD ORDER OF BUSINESS

### **Staff Report Matters**

**District Counsel** – Mr. Barnebey reminded the Board of the required ethics training.

Mr. Ludmerer inquired on the August 2 hearing on the request to recreate a record from a May 14 hearing. Mr. Barnebey stated that the Judge asked that the parties get together to come to an agreement to present to the Judge to rule on what should be included in the record. He noted that the ruling should happen in the next couple of weeks.

Mr. Ludmerer inquired on the status of the DRI. Mr. Barnebey stated that the county has changed the regulations relating to concurrency of transportation and that it is still in process.

**District Manager** – No report.

Club Management (Management Discussion & Analysis Report) – Mr. Fetsick explained that the new Point-of-Sale system called Jonas was implemented on the back of house before moving to the member-facing website and mobile app in early July. He stated that 841 members have registered on the new platform, which can be used to make dining reservations, tee times, racquet courts, and lessons, etc.

Mr. Fetsick stated that the Country Club has a new receptionist, Ms. Sapphira Weese,

replacing Ms. Dana Cutalo, who was promoted to Lifestyle Coordinator.

Mr. Nickerson provided an update of the golf course irrigation system project and the short game practice area project. He mentioned the new range mats and provided an estimated time frame for completion of the golf course irrigation improvements by early November. He stated that the Liebold contractor is top quality and that they have had all positive experiences in the past.

Mr. Fetsick praised new Executive Chef Justin Sears, stating that he has made positive changes to some menus. He stated that dining and member events have slowed some during the Summer months, but that the Cheeseburgers in Paradise, Ribs Ribs & More, 4<sup>th</sup> of July, Tapas & Tinis, and Pizza, Pasta & Pinot events went well.

Mr. Fetsick reviewed the current membership counts with 454 full members, noting the membership cap of 440, which is anticipated by the end of the year. He stated there was a total of 1,358 members. There are 137 grandfathered non-members and 214 grandfathered members. He stated there are 318 non-resident members, noting that the unofficial full membership waitlist is at 23. He explained that by the end of the month, those on the waitlist will need to pay a deposit to stay on the waitlist or choose to be removed.

Mr. Fetsick provided an overview of Country Club financials, noting that the District is \$75,000.00 favorable to budget, despite being unfavorable with regard to dining operations and racquets and fitness. He noted that there were approximately 7,500 fewer rounds of golf played in 2024 than in 2023.

Mr. Murphy discussed the decline in member-rounds played and the possible future need to raise the full member cap in order to increase the total number of rounds and capital funds.

#### FOURTH ORDER OF BUSINESS

### **Business Matters**

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

- a. Public Comments and Testimony
- **b.** Board Comments
- c. Consideration of Resolution 2024-22, Adopting the Fiscal Year 2024/2025 District's Annual Budget and

**Appropriating Funds** 

- i. General Fund Budget
- ii. Debt Service Budget
- d. Consideration of Resolution 2024-23, Adopting the Fiscal Year 2024/2025 Country Club Budget and Appropriating Funds
  - i. Enterprise Fund Budget

Mr. Fetsick stated that the Enterprise Fund Budget that was originally posted to the agenda had incorrect figures for the 2025 Prelim Total Pay Roll and Related and the 2025 Prelim Total Direct Expenses, but that the Operating Income of \$464,189.00 was correct and did not change.

Mr. Fetsick stated that the General Fund Budget and the Debt Service Budget remain unchanged since their approval in May. He noted that the General Fund Budget covered the administrative costs to run the District and was funded by surplus revenue from annual assessments for the Bond and from surplus revenue from the Country Club.

Mr. Fetsick stated that the Debt Service Budget represents payments for the interest and principal of the 2019 Series Bond.

ON MOTION by Ms. Dickson, with all in favor, the Board opened the Public Hearing on the Adoption of the District's Annual Budgets and Country Club Budget.

Ms. Kris Pizzi inquired if the \$1.6 million in the Total Capital Allocation could be used to offset the expense for the golf course irrigation.

Mr. Fetsick responded that it could technically be used in that way, but that it would take away from other capital improvement projects. He stated that he will bring a future plan for capital projects to the September Board meeting.

Ms. Christine Nebuloni inquired if the rise in golf membership prices is the cause for the decline in golf memberships.

Mr. Fetsick clarified that the number of golf memberships has never been higher, but that the number of golf membership rounds has decreased. He repeated Mr. Murphy's note that as the members age, they are playing fewer rounds of golf, which may necessitate a raise in the maximum member cap to sustain the number of rounds.

There were no further public comments.

ON MOTION by Ms. Dickson, with all in favor, the Board closed the Public Hearing on the Adoption of the District's Annual Budgets and Country Club Budget.

There were no Board Member comments.

ON MOTION by Mr. Ludmerer, seconded by Mr. Murphy, with all in favor, the Board approved Resolution 2024-22, Adopting the Fiscal Year 2024/2025 District's Annual Budgets and Appropriating Funds.

Mr. Ludmerer recommended that Mr. Fetsick update the five-year forecast with the assumptions established in the budget and the new membership fees, limits, and categories. He also recommended updating the capital forecast with the assumption that the intended funds for the other projects will likely not be available until mid-2025. He requested that Mr. Fetsick prepare both updated presentations for the Workshop Meeting in September.

ON MOTION by Mr. Criden, seconded by Mr. Murphy, with all in favor, the Board approved Resolution 2024-23, Adopting the Fiscal Year 2024/2025 Country Club Budget and Appropriating Funds.

Public Hearing on the Capital Improvement Plan as it relates to the Series 2024 Note & Final Assessment Methodology Report

- a. Public Comments and Testimony
- b. Board Comments
- c. Consideration of Resolution 2024-24

Ms. Dickson provided context for this hearing in a summary by stating the following:

"In 2023, after many months of discussion and meetings with the residents, the Board approved moving forward on a number of capital improvements related to District Property, including replacement and upgrading of the approximately 40-year-old golf course irrigation system, golf course lake bank and bulkhead upgrades, kitchen modernization, parking lot expansion and resurfacing, construction of a new fitness building, and construction of a new administration and activity center.

January 16, 2024, because the funding was to be through long-term bonds, the District held a referendum and the vote to issue up to \$21,000,000 in Bonds to fund the capital improvements was approved by over 61 percent of the vote.

In February 2024, the District filed a petition in Circuit Court to validate the issuance of the bonds and related assessments. The State Attorney's Office was the Defendant in the action as required by law and Dean Matt intervened in the case.

May 14, 2024, Twelfth Judicial Circuit Judge Ed Nicholas issued an order validating the Bonds and specifically finding the District that:

- 1. All proceedings held in connection with the levying and imposing the assessments are valid.
- 2. The assessments will provide special benefits peculiar to, and based on the logical relationship with property against the assessments will be levied, and
- 3. The assessments are reasonably, fairly, and equitably apportioned.

July 5, 2024, Dean Matt filed an appeal of the Final Judgment issued by Judge Nicholas with the Florida Supreme Court, which is still pending.

In the meantime, in the Spring, the irrigation improvements needed to be started and work began with existing District funds on hand which would pay for some, but not all, of the needed irrigation improvements.

Because the Bond Validation appeal is still pending, the District cannot issue the proposed 2024 Bonds and needs to arrange for payment of the expenses related to the irrigation improvements.

The Board of Supervisors authorized pursuing a \$5,000,000 Series 2024 Note to fund completion of the remaining irrigation improvements. This 2024 Note will be retired out of Bond proceeds if the bonds are validated by the Florida Supreme Court prior to the maturity of the Note in 2026. At this point, we have every reason to believe that the Final Judgment will be upheld by the Florida Supreme Court. However, if the Bonds are not validated in time to assure payment can be made on the Note, a one-time assessment paid on or before Note maturity

will be needed and the public hearings today are a part of that process.

The engineering firm of Kimley-Horn provided an engineering report which validated the projected cost of the proposed improvements.

PFM Financial Advisors prepared an assessment methodology for funding of the assessments and a preliminary assessment roll for payment of the Series 2024 Note which was approved last month.

This catches you up to where we are today.

Pursuant to Sections 170.07 and 170.08, Florida Statutes, the District is required to have two public hearings regarding the possible assessments to fund the 2024 Note. Again, if the Bonds are validated in time to ensure payment of the amounts due on the 2024 Note, the assessment we are discussing today will not occur.

First, the Board of Supervisors will hold a public hearing to hear comments from the public, including owners of property to be assessed or any other interested persons, as to the propriety and advisability of making such improvements, as to the cost thereof, as to the manner of payment therefor, and the amount thereof to be assessed against each property owner. PFM will make a presentation as to the nature of the improvements to be funded by this assessment, the special benefits peculiar to, and based on the logical relationship with property against which the assessments will be levied, the cost thereof, and the manner of payment based on the assessment roll.

Second, the Board of Supervisors will meet as an equalizing board to receive comments regarding the special assessments and shall consider whether to adjust assessments on a basis of justice and right. Usually, an adjustment is related to correction of an error regarding the calculation of an assessment or a change in circumstance that may not be reflected in the assessment roll.

The District Manager has received a few comments from the public and those have been provided to the Board of Supervisors and entered into the record for the public hearings.

Mr. Plenzler reviewed the Supplemental Assessment Methodology Report with respect to the Series 2024 Note. He stated the note is not to exceed \$5,000,000.00 to cover the expenditures of the golf course irrigation improvements. He stated that this is a short-term funding option with a maturity date of August 2026.

Mr. Fetsick noted that the golf course irrigation system improvements were necessary and would have been completed regardless of funding mechanism.

Mr. Barnebey stated that the golf course irrigation project would cease, uncompleted, if funding was not able to be secured through the Bond or 2024 Note.

ON MOTION by Ms. Dickson, with all in favor, the Board opened the public hearing on the Capital Improvement Plan as it relates to the Series 2024 Note & Final Assessment Methodology.

Ms. Sue Constable inquired if the golf course was considered in the last Bond. Mr. Fetsick clarified that the capital left over from the initial bond did not include the golf course irrigation system. He stated that the remainder from the initial bond is allocated for other capital projects. There was discussion on how the Capital Improvement project items were decided upon and the prioritization of projects. Ms. Constable asked for clarification on the frequency of the payments and Mr. Plenzler confirmed that it was a one-time assessment and not an annual assessment for the two years. He noted that the title related to that on the table of the report will be amended for clarity.

Mr. Donald Bonato inquired if the assessments will be reimbursed to the property owners if the bonds are issued.

Ms. Kris Pizzi expressed support for the golf course irrigation system. She inquired how much has been paid to date for the irrigation system and if the \$5 million note will fully cover the project cost. She asked if the money would reimburse the club funds used to date.

Mr. Charles Agles thanked Mr. Jackson with PFM for answering his questions. He stated that the action to get bonds for \$20 million was premature and has resulted in a lack of trust between the residents, the Board, and the District. He inquired why the two-year Note had not been discussed in town hall meetings. He asked why three bids were not considered for the irrigation system and other projects. He inquired on a top-line plan for selecting professionals. He asked about the financial analysis performed to justify the expenditures and debt burden.

Ms. Valerie Szymaniak inquired on consideration of alternative sources of funding before deciding on the short-term note. She asked about the status of the remainder of the Capital Improvement Projects if the funding was not approved.

Ms. Christine Nebuloni expressed support for the golf course repairs but stated that the residents feel they should have been consulted about construction proposal decision. She stated that the bylaws do not allow for additional bond issuance.

Mr. Dean Matt noted that the 2019 appraisal raised concerns over the irrigation system, and he expressed displeasure with the negotiation of the country club purchase.

Mr. Plenzler stated that there would be no reimbursement of the one-time payment and Ms. Dickson explained that the amount of the short-term bonds would be removed from the long-term funding and that would be reflected with lower assessments over the 30 years.

Mr. Fetsick stated that to date, approximately \$3 million has been spent on the irrigation system from the club's liquidity and noted that the note will pay back the club. He noted that the \$5 million would not fully cover the cost of the project, but the club can comfortably fund the remainder.

Ms. Carvalho confirmed that the Note and assessments were discussed at several town hall meetings.

Mr. Fetsick stated that the District is required to publicly request bids and did solicit bidders, but they are limited to the number of bids received. He stated that the Golf Course Irrigation Project received only one bid by the company the District wanted to work with. He explained the architect selection process with a committee of resident and member volunteers.

Mr. Ludmerer reviewed the alternate funding sources that were considered, with the ultimate best option being the short-term funding with Regions Bank.

There was discussion surrounding the withdrawal of remaining Capital Improvement Projects due to the possible lack of funding.

Mr. Murphy confirmed that several surveys were sent out depending on membership type and explained the amenity decision analysis.

Mr. Barnebey confirmed the removal of conflicting information in Section 5.04 of the bond documents. He explained the limitations and decisions made during the negotiation of the country club purchase, noting that the Board at the time did a good job with the given circumstances.

ON MOTION by Mr. Criden, seconded by Mr. Murphy, with all in favor, the Board approved Resolution 2024-24, Approving the Engineer's Report for Irrigation Improvements of the Phase 2 Community Amenity Improvements to be Funded Pursuant to the Final Assessment Methodology Report for the Series 2024 Note.

ON MOTION by Ms. Dickson, with all in favor, the Board closed the Public Hearing on the Capital Improvement Plan as it relates to the Series 2024 Note and Final Assessment Methodology.

Public Hearing on Equalization of Series 2024 Note Special Assessments

- a. Public Comments and Testimony
- **b.** Board Comments
- c. Consideration of Resolution 2024-25, Adopting the Final Assessment Roll for Series 2024 Note

ON MOTION by Ms. Dickson, with all in favor, the Board opened the Public Hearing on Equalization of Series 2024 Note Special Assessments.

Mr. Barnebey provided an overview of the assessment roll and possible items to be discussed.

Mr. Agles inquired on the portability impact on the assessment. Mr. Plenzler explained that the portability does not impact the assessment. Mr. Ludmerer stated that the allocations of the 2024 Note are based on "market" or "just" value of the home, not the assessed value.

ON MOTION by Ms. Dickson, with all in favor, the Board closed the Public Hearing on Equalization of Series 2024 Note Special Assessments.

There were no Board comments.

ON MOTION by Mr. Criden, seconded by Mr. Ludmerer, with all in favor, the Board approved Resolution 2024-25, Adopting the Final Assessment Roll for Series 2024 Note in substantial form subject to the assessment roll header be changed to reflect one-time assessment versus annual assessment.

Consideration of Resolution 2024-26, Adopting the Annual Board and Workshop Meeting Schedule for Fiscal Year 2024/2025

- a. Exhibit A Annual Board of Supervisors Meeting Schedule
- b. Exhibit B Annual Board of Supervisors Workshop Meeting Schedule

Ms. Dickson presented the annual Board of Supervisors and Workshop Meeting Schedules.

Mr. Murphy provided an overview of the reason for a meeting alteration or cancellation and there was discussion surrounding the flexibility of the schedule.

ON MOTION by Mr. Criden, seconded by Mr. Murphy, with all in favor, the Board approved Resolution 2024-26, Adopting the Annual Board and Workshop Meeting Schedule for Fiscal Year 2024/2025.

#### FIFTH ORDER OF BUISNESS

### **District Financial Matters**

Ratification of Payment Authorization Nos. 118 – 122

Mr. Fetsick reviewed the Payment Authorizations.

ON MOTION by Mr. Criden, seconded by Mr. Murphy, with all in favor, the Board ratified Payment Authorization Nos. 118 – 122.

### Supervisor Requests & Comments

Ms. Dickson stated that there will be a Workshop Meeting on September 3, a Board Meeting on September 13, and a Workshop Meeting on September 25. She noted that those dates are likely to change to accommodate Board Member attendance.

### SIXTH ORDER OF BUSINESS

### **Adjournment**

There were no further comments at this time	е.
ON MOTION by Sally Dickson, with all in fav of Supervisors' Meeting at approximately 2:	vor, the Board adjourned the August 9, 2024, Board 35 p.m.
Secretary / Assistant Secretary	Chairperson / Vice Chairperson



Consideration of the Minutes of the August 28, 2024, RFQ Response Opening Meeting Minutes

### UNIVERSITY PARK RECREATION DISTRICT CONSTRUCTION MANAGEMENT AT RISK SERVICES RFQ RESPONSE OPENING MEETING

Wednesday, August 28, 2024 7671 the Park Blvd., University Park, FL 34201 1:00 p.m.

Present and/or via Zoom, the following people were in attendance:

John Fetsick	General Manager – University Park Country Club	
Vivian Carvalho	District Manager – PFM Group Consulting LLC	(via Zoom)
Kwame Jackson	Assistant District Manager – PFM Group Consulting LLC	(via Zoom)
Mark Barnebey	District Counsel – Blalock Walters	(via Zoom)
Michael Baumier	Advisory Committee Member	(via Zoom)
Dawn Laidlaw	Willis Smith Construction	(via Zoom)
Tammi Dodson	Half Acre Construction	(via Zoom)

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### FIRST ORDER OF BUSINESS

### **General Business Matters**

Opening the RFQ Responses for Construction Management at Risk Services

The meeting was called to order at 1:01 p.m.by Mr. Fetsick.

Ms. Carvalho and Mr. Fetsick confirmed the attendees via Zoom and in person that are outlined above.

There was a total of two sealed RFQ responses received.

The first response was from Willis Smith Construction.

The second response was from Half Acre Construction.

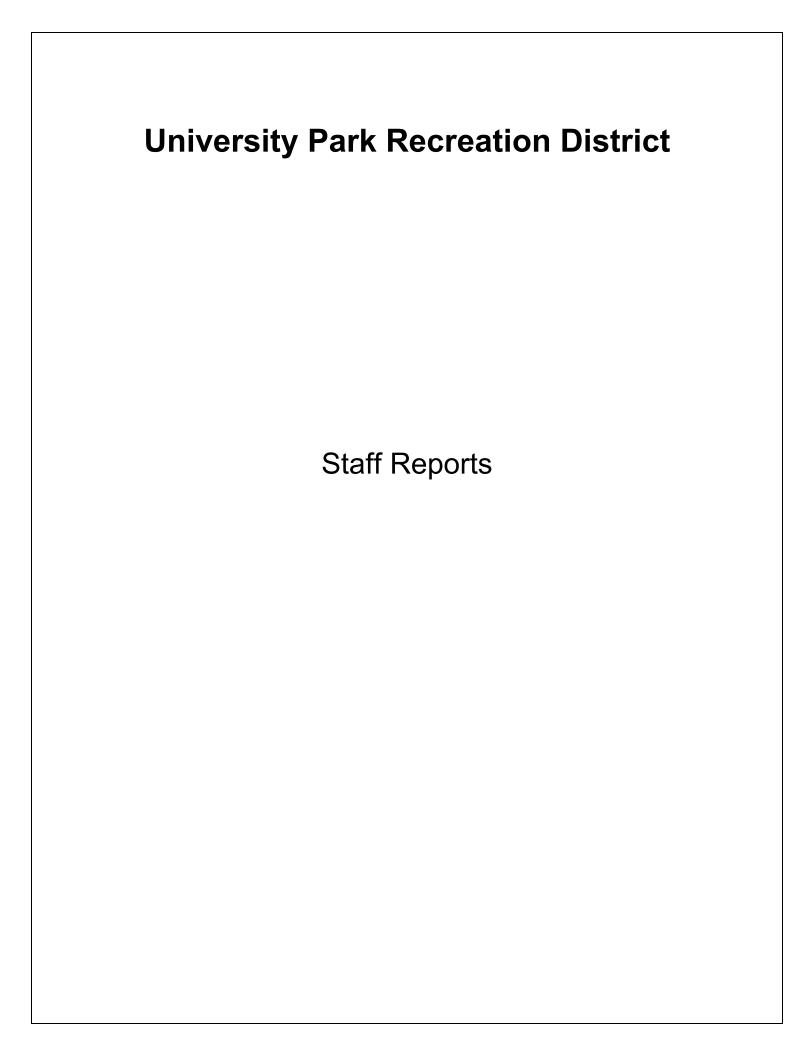
Mr. Fetsick confirmed that the two RFQ responses were received prior to the deadline of 3:00 p.m. on August 2, 2024. He confirmed that both responses had one original, five copies and one electronic copy as required.

Mr. Fetsick explained that the RFQ responses will be reviewed by the advisory group and both responders will be invited to make a presentation to the advisory group. The advisory group will then make a decision for recommendation to the Board at the next Board Meeting.

### SECOND ORDER OF BUSINESS

### Adjournment

There was no further business to discuss. The meeting was adjourned at 1:06 p.m.						
Secretary/Assistant Secretary	Chairperson/Vice Chairperson					



### **University Park Recreation District**

Consideration of Resolution 2025-01, Adopting Goals, Objectives, and Performance Measures and Standards

### **RESOLUTION 2025-01**

# A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the University Park Recreation District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida ("HB 7013") and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District's achievement of those goals and objectives; and

**WHEREAS**, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

**WHEREAS**, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

- **SECTION 1.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- **SECTION 2**. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District's success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.
- **SECTION 3.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **SECTION 4.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this _	day of 2024.
ATTEST:	UNIVERSITY PARK RECREATION DISTRICT
Secretary/Assistant Secretary	Chairman, Board of Supervisors

**Exhibit A**: Performance Measures/Standards and Annual Reporting

### Exhibit A

### **Memorandum**

**To:** Board of Supervisors

From: Mark P. Barnebey, Esquire, District Counsel

**Date**: 9/16/2024

**RE**: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during its 2024 legislative session. Such regulations were codified as Section 189.0694, Florida Statutes and effective July 1, 2024. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals and objectives were met for the year. District Management streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives, performance measures/standards, and the annual reporting form are attached as Exhibit A to this memo. District Management recommends the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance its commitment to the accountability and transparency of the District.

Text of the Bill: 189.0694 Special districts; performance measures and standards.

- (1) Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.
- (2) By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing:
  - (a) The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination.
  - (b) Any goals or objectives the district failed to achieve.

### Exhibit A:

Goals, Objectives, Performance Measures/Standards and Annual Reporting Form

## University Park Recreation District ("District") Goals, Objectives, Performance Measures/Standards & Annual Reporting Form

### October 1, 2024 – September 30, 2025

### 1. Community Communication and Engagement

### a. Goal 1.1: Public Meetings Compliance

- i. **Objective:** Hold a minimum of seven regular Board of Supervisor ("Board") meetings per year to conduct District-related business and discuss community needs.
- ii. **Measurement:** Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.
- iii. **Standard:** A minimum of seven Board meetings were held during the fiscal year.
- iv. Achieved: Yes  $\square$  No  $\square$

### b. Goal 1.2: Notice of Meetings Compliance

- i. **Objective:** Using at least two communication methods, provide public notice of each meeting in accordance with Florida Statutes.
- ii. **Measurement:** Timeliness and method of meeting notices as evidenced by providing public notice using at least two mediums, which comply with Florida Statutes.
- iii. **Standard:** 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (for example, newspaper, online notices, and District website).
- iv. Achieved: Yes  $\square$  No  $\square$

### c. Goal 1.3: Access to Records Compliance

- i. **Objective:** Ensure that meeting minutes and other public records are readily available and accessible to the public pursuant to applicable law by completing quarterly District website checks.
- ii. **Measurement:** Quarterly website reviews will be completed to ensure public records are up to date as evidenced by District Management's records.
- iii. **Standard:** 100% of quarterly website checks were completed by District Management or third-party vendor.
- iv. Achieved: Yes  $\square$  No  $\square$

### 2. Infrastructure and Facilities Maintenance

- a. Goal 2.1: District Infrastructure and Facilities Inspections
  - i. **Objective:** A Florida licensed engineer (#Licensed Engineer") will conduct an annual inspection of the District's facilities and equipment valued of \$25,000.00 or greater, infrastructure and related systems.
  - ii. **Measurement:** A minimum of one inspection completed per year as evidenced by Licensed Engineer's report related to District's infrastructure and related systems.
  - iii. **Standard:** Minimum of one inspection was completed in the fiscal year by the Licensed engineer.
  - iv. **Achieved:** Yes  $\square$  No  $\square$

### 3. Financial Transparency and Accountability

### a. Goal 3.1: Annual Budget Preparation

- i. **Objective:** Prepare and approve the annual proposed budget by June 15 and final budget by September 15 each year.
- ii. **Measurement:** Proposed budget was approved by the Board by June 15 and final budget was adopted by September 15 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.
- iii. **Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.
- iv. **Achieved:** Yes  $\square$  No  $\square$

### b. Goal 3.2: Financial Reports

- i. **Objective:** Publish to the District's website (or link as permitted by applicable law) the most recent versions of the following documents: Annual audited financial statements for the most recently available fiscal year, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.
- ii. **Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.
- iii. **Standard:** District's website contains 100% of the following information posted in a timely manner: Most recent annual audited financial statements for the most recently available fiscal year, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.
- iv. Achieved: Yes  $\square$  No  $\square$

### c. Goal 3.3: Annual Financial Audit

- i. **Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the District's website for public inspection, and transmit to the State of Florida.
- ii. **Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website (or linked) and transmitted to the State of Florida.
- iii. **Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.
- iv. **Achieved:** Yes  $\square$  No  $\square$

SIGNATURES:		
Chair/Vice Chair:	Date:	
Printed Name:		
University Park Recreation District		
District Manager:	Date:	

Printed Name: _		
University Park	Recreation District	

### **University Park Recreation District**

Consideration of Resolution 2025-03,
Approving the Five-Year Plan
Which Includes a Capital Expenditure
Plan and Projected Expenditure Budget
for FY 2025-2029

### **RESOLUTION 2025-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT ADOPTING AN UPDATED FIVE YEAR PLAN, WHICH INCLUDES A CAPITAL EXPENDITURE PLAN AND FINANCIAL FORECAST FOR FY 2025-FY 2029; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the University Park Recreation District (the "District") is a local unit of special-purpose government located in Manatee County, and established pursuant to Manatee County Ordinance 18-29, as amended; and

**WHEREAS**, Sec. 2-8-161 requires the District to maintain a five year plan for the operation and maintenance of the District recreation facilities and the development of new projects; and

**WHEREAS**, the Club Manager, with review by District Management, has prepared the attached Five Year Plan, which includes a capital expenditure plan and financial forecast for Fiscal Years 2025-2029 ("Five Year Plan"); and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached Five Year Plan.

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

- 1. The Whereas Clauses are hereby adopted as findings of fact.
- 2. The District Board of Supervisors hereby adopts the Five Year Plan as provided in **Exhibit A.**
- 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this _	day of, 2024.
ATTEST:	UNIVERSITY PARK RECREATION DISTRICT BOARD OF SUPERVISORS
Secretary/Assistant Secretary	Sally Dickson, Chair

### Exhibit A

		Ur	iversity Park	Country C	lub		
Capital Expenditures - 5 Year Plan, Fiscal 2025 through Fiscal 2029							
	FY2025	FY2026	FY2027	FY2028	FY2029	Comments/Key Assumptions	
Available Funds							
Balance, Beginning of Fiscal					-		
Year	1,790,654	1,811,854	1,465,766	458,456	1,386,610		
Sources:							
Initiation Fees	746,550	538,000	535,500	533,000	535,500	Based on historical home sales	
Capital Dues	380,929	384,902	407,164	427,028	447,884	5% & 10% of Membership Dues	
Golf Ops Allocation	276,726	283,169	289,804	302,093	309,133	10% Ouside Carts and Green Fees	
	1,404,205	1,206,070	1,232,469	1,262,121	1,292,517		
Total Available Funds	3,194,859	3,017,924	2,698,235	1,720,577	2,679,127		
Uses of Funds						Primary Uses	
Dining	78,786			122,678	3,284		
Admin/Varsity Club	10,800		324,317	e e	12,631	Furniture, Bar & Equipment and Restrooms	
Racquets & Fitness	89,907	22,323	-	13,725	12,631	Misc	
Golf Pro Shop	40,608	21,293	288,772	28,329	27,062	Cart Barn (\$200k) and Pro Shop (\$85k)	
Golf Course Maintenance	276,904	396,261	177,390	43,446		Various Equipment	
Golf Course	886,000	1,112,281	1,092,895	125,789	70,000	Bunkers, Fairways, Tees	
Site			356,405			Parking Lot/Club Entryway	
Total Uses Of Funds per Capital Reserve Study	1,383,005	1,552,158	2,239,779	333,967	125,608		
Ending Balance, end of Fiscal Year	1.811.854	1,465,766	458,456	1,386,610	2,553,519		

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SUMMARY STATEMENT OF OPERATIONS	Five Year Forecast								
FISCAL YEARS ENDING SEPTEMBER 30	2025	2026	2027	2028	2029				
COUNTRY CLUB OPERATIONS:									
REVENUE:									
MEMBERSHIP DUES	6,144,920	6,515,040	6,829,321	7,159,316	7,505,810				
GOLF OPERATIONS, NET	4,059,843	4,117,824	4,222,002	4,372,825	4,485,085				
RACQUETS & FITNESS	155,222	159,879	164,675	169,615	174,704				
DINING	3,272,058	3,370,220	3,471,327	3,575,466	3,682,730				
OTHER INCOME	5,480	5,480	5,480	5,480	5,480				
TOTAL REVENUE	13,637,523	14,168,443	14,692,804	15,282,702	15,853,810				
EXPENSES:									
PAYROLL & RELATED:									
GOLF OPERATIONS	879,898	924,299	972,473	997,448	1,023,785				
RACQUETS & FITNESS CENTRE	407,000	427,350	448,718	471,154	494,711				
DINING	2,437,498	2,545,831	2,664,977	2,774,020	2,889,224				
GOLF COURSE MAINTENANCE	1,775,918	1,864,714	1,957,950	2,055,847	2,158,639				
GENERAL & ADMINISTRATIVE	1,749,276	1,836,739	1,928,576	2,025,005	2,126,255				
TOT PAYROLL & RELATED	7,249,590	7,598,933	7,972,694	8,323,474	8,692,615				
DIRECT EXPENSES:									
GOLF OPERATIONS	1,005,088	1,040,266	1,076,675	1,114,359	1,153,361				
RACQUETS & FITNESS CENTRE	254,553	263,462	272,683	282,227	292,105				
DINING CGS	1,493,432	1,538,235	1,584,382	1,631,914	1,680,871				
DINING OPER EXP	829,010	858,025	888,056	919,138	951,308				
GOLF COURSE MAINTENANCE	1,664,885	1,723,156	1,783,466	1,845,888	1,910,494				
GENERAL & ADMIN	806,008	834,219	863,416	893,636	924,913				
TOTAL DIRECT EXPENSES	6,052,976	6,257,363	6,468,679	6,687,161	6,913,052				
OPERATING INCOME/(LOSS)	334,957	312,147	251,431	272,067	248,143				
CAPITAL FUNDS:	270 700	202.150	202.224	202 222					
CAPITAL ALLOCATION- GOLF OPS	276,726	283,169	289,804	302,093	309,133				
INITIATION FEES	746,550	538,000	535,500	533,000	535,500				
CAPITAL DUES	380,929 1,404,205	384,902 1,206,070	407,164 1,232,469	427,028 1,262,121	447,884 1,292,517				
	_,,								
Assumptions:					2000				
Full Membership Count	440	440	440	440	440				
Total Memberships	1,348	1,348	1,348	1,348	1,348				
Outside Golf Rounds	31,979	31,979	31,979	31,979	31,979				
Outside Golf Revenue	2,767,264	2,831,688	2,898,045	3,020,934	3,091,332				

9/19/2024

### **University Park Recreation District**

Reapproving and Ratifying the Approval of Resolution 2025-02, Approving the Renewal of the Golf Cart Fleet Lease, Adopted During the Emergency Meeting of the Board of Supervisors Held on October 16, 2024

### RESOLUTION 2025-02 THE HUNTINGTON NATIONAL BANK LEASE NO. 008-0783182-104 FOR GOLF EQUIPMENT DATED AS OF AUGUST 29, 2024

A resolution authorizing the negotiation, execution, and delivery of Lease No. 008-0783182-104 dated August 29, 2024 (the "Lease"), between University Park Recreation District dba University Park Country Club, 7671 The Park Boulevard, University Park, FL 34201 and The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305; and prescribing other details in connection therewith.

WHEREAS, University Park Recreation District dba University Park Country Club, (the "Lessee") is an independent special district duly created pursuant Manatee County Ordinance 18-29, as amended by Manatee County Ordinance 23-95 (approved by referendum on March 19, 2024) and pursuant to chapter 418, Florida Statutes duly organized, existing, and operating under the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

### NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF University Park Recreation District dba University Park Country Club:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and Sally Dickson, Chair of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

PASSED AND ADOPTED this 16 day of October, 2024.

ATTEST:

Secretary/Assistant Secretary

BOARD OF SUPERVISORS UNIVERSITY PARK RECREATION

Sally Dickson, Chair





This "Lease": Lease Agreeme	ent Number 008-0783182-104 Dated August 29, 2024	
"Lessee"		
University Park Recreation	District dba University Park Country Club, 7671 The Park Boulevard, University Park, FL 34201	
Fax:	E-mail:cnickerson@universitypark-fl.com	
"Lessor"		
The Huntington National Ba	ank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305	
Fax:319-833-4577	E-mail:customerservice@financediv.com	

Number of Rental Payments	Rental Payments	Advances
56	An annual payment of \$229,798.72 (the "Standard Payment") is due November 2024, 2025, 2026, and 2027. A 5th annual payment of \$152,955.00 is due November 2028.  (Plus any applicable taxes)	
EQUIPMENT LO	CATION & DESCRIPTION:	MAXIMUM HOURS:
(107) 2025 E-Z-GC	d, Bradenton, FL 34201:  ORXV ELITE Golf Car; (2) 2025 E-Z-GO RXV RXV Freedom  O9) Pace 10EX together with all attachments and accessories thereto	N/A

# TERMS AND CONDITIONS -- READ CAREFULLY BEFORE SIGNING

- 1. RENTAL: Lessor rents to Lessee and Lessee rents from Lessor the equipment, furniture, fixtures, machinery, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described above and in any schedule made a part hereof, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, "Equipment"), upon the terms and conditions set forth herein. The parties intend this Lease to be governed by Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
- 2. <a href="PAYMENTS:">PAYMENTS:</a> Other than as set forth in a rider hereto, rental payments are due monthly, beginning the date designated by Lessor and continuing on the same day of each month thereafter for the number of payments shown above. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable upon expiration of this Lease provided all terms and conditions of this Lease have been fulfilled. Security deposit and payments may be commingled and do not earn interest.
- 3. **EQUIPMENT ACCEPTANCE:** Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Upon Lessor's acceptance of this Lease, THIS LEASE SHALL BE NON-CANCELABLE, and Lessee's obligations hereunder shall not abate for any reason.
- 4. <u>DISCLAIMER OF WARRANTIES:</u> THE EQUIPMENT IS BEING RENTED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
- 5. GOVERNING LAW; VENUE OF LITIGATION: THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.
- 6. **SECURITY AGREEMENT:** In the event this Lease is determined to be governed by Article 9 of the UCC, Lessee hereby grants Lessor a security interest in all Equipment financed by or rented from Lessor, of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, repossessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all

any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Lessee authorizes Lessor to make non-substantive changes hereto, including but not limited to Lessee's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.

- 8. **UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.
- 9. <u>USE:</u> Lessee agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Lessee shall maintain the Equipment in good repair and working order at Lessee's sole expense.
- 10. <u>TAXES:</u> Lessee agrees to pay all taxes, fees, and governmental charges related to this Lease, which during the term of this Lease or at any time thereafter may be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.
- 11. **INDEMNITY:** To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessee. Further, Lessee shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the cancellation, termination or expiration of this Lease.
- 12. **INSURANCE:** Lessee shall keep the Equipment insured against loss for not less than its replacement cost or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and shall carry public liability insurance, both personal injury and property damage. Lessee shall name Lessor as an additional insured and as loss payee. If Lessee fails to procure insurance, Lessor may obtain same and pay the amount due thereon. Lessee shall reimburse Lessor upon demand and, if required by Lessor, shall pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor the remaining balance and any other amounts payable hereunder.
- 13. **LATE CHARGES:** If Lessee is delinquent in paying any sum due, Lessee shall pay a charge to offset collection expenses on such delinquent payment of \$25.00 or an amount of up to ten percent (10%) of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law. In addition, Lessor will impose a surcharge of up to \$30 or the maximum allowed under applicable law for any dishonored payment.
- 14. **DEFAULT:** Any of the following constitute default: (1) Lessee fails to pay any sum due Lessor; (2) Lessee fails to observe or perform any other term of this Lease; (3) Lessee encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business of going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection herewith proves to have been materially misleading; (7) Lessee is in default under any other contract or agreement with Lessor; (8) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor related to this Lease.
- 15. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing in the current fiscal year under this Lease or any schedule hereto, (2) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (3) Cancel or terminate this Lease or any other agreement between Lessee and Lessor; (4) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (5) Charge Lessee for any other amounts provided for in this Lease. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of Lessor's other rights and remedies, Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under Article 9 of the UCC.
- 16. **ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Lease, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Lessee will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Any assignment of this Lease by Lessee, whether or not permitted by Lessor, shall not release Lessee from its obligations hereunder.
- 17. **RETURN OF EQUIPMENT:** At the end of the original term of this Lease, or if this Lease is terminated under Section 19, Lessee must return the Equipment at its own expense, to Lessor or to a third-party designated by Lessor, and as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowling damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease

seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular piece of Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Equipment for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the Equipment's "Anticipated Residual Value" as determined by Lessor's books as of the date of this Lease. Return Condition Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Failure to do so, and at Lessor's sole discretion, is a default under this Lease, and in all cases will result in automatic conversion of this Lease to a month-to-month rental agreement on the same terms. Conversion to a month-to-month rental agreement shall not operate to waive any of Lessor's rights herein.

- 18. REPRESENTATIONS AND WARRANTIES: Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.
- 19. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS: To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.
- 20. <u>DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS</u>: Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

- 21. EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY): At the end of the original term of the Lease, Lessee shall remit to Lessor \$5.00 per hour on each piece of Equipment that has hourly use in excess of the maximum hours as indicated above. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of a particular item of Equipment shall be determined by the hour meter attached to said Equipment, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of such Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment. If this Lease terminates or is cancelled prior to the end of the original term of the Lease, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or original term of the Lease, as applicable.
- 22. <u>LESSEE WAIVERS:</u> To the extent permitted by law, Lessee waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay, or failure to deliver the Equipment.
- 23. GENERAL: This Lease may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Lease and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Lease shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. If Lessor permit Lessee to deliver this Lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's electronic or "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's electronic or "wet ink" signature shall limit or modify the representations and agreements set forth above. This Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. This Lease shall not be modified without Lessor's written consent. If any provision of this Lease is deemed unenforceable, then such provision shall be deemed deleted and all other provisions of this Lease shall remain in full force and effect. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or email (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Leseee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies and respective equipment vendors and suppliers, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents. This Lease shall not be deemed terminated until Lessee has fulfilled all obligations herein. Time is of the essence for all purposes of this Lease.

# ADDITIONAL TERMS AND CONDITIONS

Lessee acknowledges having read the terms and conditions printed above, and unconditionally agrees to same. Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacturer.

Lessor:	The Huntington National Bank	Ву:	Title:
Lessee:	University Park Recreation District dba University Park Country Club	Ву:	Sally Dickson, UPRD Chairperson

THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR



# CERTIFICATE OF INCUMBENCY LEASE NO. 008-0783182-104 DATED AS OF August 29, 2024

subdivision duly organized an	, do hereby ersity Park Recreation District dba U d existing under the laws of the S ne duly elected or appointed officer	tate of Florida, and that, as of t	the date hereof, the
NAME	TITLE	SIGNATURE	
	8		
IN WITNESS WHEREOF, I ha	eve duly executed this certificate this	; day of	, 20
	Signe	ed:	
	Title:		

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document,

# RESOLUTION LEASE NO. 008-0783182-104 DATED AS OF AUGUST 29, 2024

A resolution authorizing the negotiation, execution, and delivery of Lease No. 008-0783182-104 dated August 29, 2024 (the "Lease"), between University Park Recreation District dba University Park Country Club, 7671 The Park Boulevard, University Park, FL 34201 and The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305; and prescribing other details in connection therewith.

WHEREAS, University Park Recreation District dba University Park Country Club, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF University Park Recreation District dba University Park Country Club:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in
substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.
Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.
Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.
Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.
Section 5. This resolution shall take effect immediately upon its adoption and approval.
CERTIFIED AS TRUE AND CORRECT this day of
Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



Signature/Title

# **Finance Credit Application**

Phone:

			Email:		Fax:	
READ CAREFULLY BEFORE SUBI or fax it to us at the address/numbe mail, the contents, including non-t theft or loss of data during e-mail t unconditionally valid and legally er authority of the electronic signer to	ransmission. Your on forceable, and you	nay be at risk, a	ture on this Appli	cation and any rela	ited document	s shall be
<b>Business Information</b>						
Legal Business Name / DBA Name				DBA		
Street Address			City		State/Zip	
Phone #	Fax#		Email Address			
Sales Contact	Title		Gross Annual Revenue	Date & State Incorporati	ed	Please Select Non-Profit Profit
Business Structure  LLC  C Corp Sub S Corp	LLP Sole Prop	Number of Employees	Number of Holes Years	s Under Current Ownership	Federal ID Number	
Type of Course	Resort/Public Mgmt Grp	Management Group Nam Initiation Fee \$	ne/Address (If Applicable)  Annual Dues	Municipal Course Local Government or thereof (county, mun school district, etc.)	Agency of ta you nicipality, cale \$10,	reasonably anticipated amount ax-exempt obligations which issue during the current andar year does not exceed 000,000.00?
				Yes V	10	Yes 🗸 No
Partners/Principals Inf Name (Personal Guaranter/Principal/Partner/Officer)	formation	Title	Percent Owned So	cial Security #	Declared Bankruptcy?	If Yes, When?
Address		City	State/Zip	Phone #		Date of Birth
Name (Personal Guarantor/Principal/Partner/Officer)		Title	Percent Owned So	icial Security #	Declared Bankruptcy?	If Yes, When?
Address		City	State/Zip	Phone =		Date of Birth
Equipment						
Equipment Type  Turf Equipment Golf Cars Other		Manufacturer			Year/Make/Model	
Quantity Equipment Cost Total	Equipment Cost	Term 2 Year 3 Year	ar 4 Year 🗸	5 Year 6 Year		
Current Brand of Golf Cars		Date of Next Golf Car Purc	hase Current Brand(s) of Tu	rf Equipment:	Date of Next Turf	Equipment Purchase
References					Contact Phone	
Is There a Mortgage on the Golf Course? Is It Current?  Yes No Yes	Mortgage Holder		Contact Name			
Business Bank Reference Name Contact Name	Cor	ntact Phone	Turf Equipment Fina	anced By	Golf Cars Financed By	
By submitting this Application, the undersignarrant as follows: The Huntington Nation: make other credit inquiries about the application its affiliates may share with one as applicant and the individuals; (c) the inform information; (d) this Application is submitted the applicant, if an individual, is a citizen or notices, disclosures, consents and warrantie or commitments to extend credit except in form sheets, proposal letters, approval letters.	al Bank and its agents ("H ant and all such individua nother financial, credit an nation on or accompanyin ed in connection with fina lawful permanent resider s shall be deemed repeate final signed documents an	iNB") may (a) obtain als, and anybody cond dother information ing this Application in ancing solely for buit at of the United State of for each future read, in limited circun	n commercial and con ntacted in connection a about the applicant a s true and complete, a siness and commercial tes; and (f) this Applica auest, unless the applica	sumer credit reports, in therewith may release a nd such individuals and the undersigned will purposes and NOT for attion will apply to any f ant submits a new writ	nvestigate references in y credit and finar I use shared inform I notify HNB of an r personal, family c uture request for a ten application. H	es and statements, and neial information; (b) mation to market to the y material change in any or household purposes; (e) idditional financing and all NB does not make offers

Sales Rep:\_\_

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you; When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other

EQUAL CREDIT OPPORTUNITY ACT. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact our Customer Service Manager, 1405 Xenium Lane N (PCC180), Plymouth MN 55441 (866-311-2755) within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006.

Date



# **Insurance Certificate Request**

11100 Wayzata Blvd, Ste 700, Minnetonka, MN 55305

To	To Whom It May Concern	From	Docs Queue
Company		Phone	J.
Fax		Email	lmarsh@tcfef.com
Phone			
Subject	INSURANCE CERTIFICATE REQUEST	Date	August 29, 2024

### Message:

Our mutual customer, University Park Recreation District dba University Park Country Club, is leasing equipment through The Huntington National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. **INSURED:** University Park Recreation District dba University Park Country Club, 7671 The Park Boulevard, University Park, FL 34201

#### 2. **COVERAGES:**

- Liability Insurance Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements.
  - Policy Number
  - > Policy Effective Date & Policy Expiration Date
- Property Damage Cost: \$1,117,824.00 or ACV
  - Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost)
  - > Policy Number
  - Policy Effective Date & Policy Expiration Date
- 3. **DESCRIPTION OF EQUIPMENT & LOCATION (Please include the location with the description):** (107) 2025 E-Z-GO RXV ELITE Golf Car; (2) 2025 E-Z-GO RXV RXV Freedom ELITE Golf Car; (109) Pace 10EX together with all attachments and accessories thereto

Equipment Location: 7671 The Park Blvd, Bradenton, FL 34201

Or reference: "Leased Equipment on HNB Contract Number 008-0783182-104", if the description is too long

4. The Huntington National Bank, its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to lmarsh@tcfef.com. Thank you!

Docs Queue

The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305





Date of Invoice:
Application Number:
Contract Number:

08/29/2024 532454

008-0783182-104

To:

University Park Recreation District dba University Park Country Club

7671 The Park Boulevard University Park, FL 34201

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$0.00	\$0.00		\$0.00
Last Payment in Advance	\$0.00	\$0.00		\$0.00
•			\$0.00	\$0.00
			Sub Total	\$0.00
Other Fees/Charges				
			Fee Description	Amount
		Do	ocumentation Fee	\$300.00
	-	Other Fees/Charge	es Sub Total	\$300.00
Invoice Total Due				

Remit Payment with Completed Documents to:

866-465-3149

OR

The Huntington National Bank 11100 Wayzata Blvd, Suite 700 Minnetonka, MN 55305



# Additional Information Regarding Your Account and the Equipment

77			
The "Contract": Lease Number 008-0783182-104 dated August 29, 2024 "Lessee"			
University Park Recreation District dba University Park Country Club, 7671	The Park Boulevard, University Park, FL 34201		
"Lessor"			
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka,	MN 55305		
Equipment Description and Location:  Description (including features)	Location		
(107) 2025 E-Z-GO RXV ELITE Golf Car; (2) 2025 E-Z-GO RXV RXV Freed ELITE Golf Car; (109) Pace 10EX together with all attachments and accessor thereto	om 7671 The Park Blvd, Bradenton, FL 34201		
***PLEASE COMPLETE ALL SEC	TIONS BELOW ***		
Automated Clearing House ("ACH") Payments (check one box below):  Previous contracts are on ACH, please continue ACH on this Contract.			
☐ Do NOT setup this Contract on ACH (this option may be selected unless	ACH is required by Lessor)		
Please setup ACH on this Contract (this option to be selected if you wou If Lessor requires ACH, the box will automatically be checked	d like ACH to apply to this Contract or if Lessor requires ACH.)		
Billing Address: 7671 The Park Blvd, University Park, FL, 34201			
☐ If billing address is different than above, list the correct billing address:_			
Billing Email Address: cnickerson@universitypark-fl.com If Different	Enter Correct Email Address:		
☐ For this contract only ☐ All contracts			
Equipment Location and Vehicle Titling Location:  The Equipment will be located at the Equipment Location(s) stated above vehicles, such vehicles will be titled in the titling office for the Equipment Location (s).	e or on Exhibit A; provided that if any Equipment is motor at Location stated above or on Exhibit A.		
and the vehicles will be titled in: (State)	nent the City, State and County where such item will be located)  (City)(County)  ting by VIN the State, City and County each vehicle will be titled)		
Tax Status (LEASE TRANSACTIONS ONLY):			
1. Sales/Use Tax: (check one)  Subject to Sales and Use Tax. (Tax will be based on the state)	where the Equipment/Vehicle is located).		
Exempt from sales and use tax, for the following reason:			
Exemption Certificate Attached			
Valid Exemption Certificate already on file with Lessor.  ***If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax***			
2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tayou determine the vehicle(s) is liable for this tax, you should include it on you you from obtaining licenses or tabs.	x, filed on Federal Form 2290. Lessor does not file this return. If ar own Form 2290. Failure to report a taxable vehicle may prevent		
Personal Property Tax: If the Equipment is located in a state or locality that require Lessor will report the Equipment on its own return and bill you for taxes due.	es reporting of the Equipment on a personal property tax return,		
Acknowledged by:			
Lessee: University Park Recreation District dba Liniversity Park Country Club  By:  By:	Sally Dickson, UPRD Chairperson		



# AUTHORIZATION FOR AUTOMATIC ELECTRONIC PAYMENT

By signing and completing this Authorization and returning it to The Huntington National Bank (together with its successors and assigns, "Creditor"), you authorize all payments due to Creditor under all existing and future agreements with Creditor (as amended or otherwise modified from time to time, the "Contracts") to be made from the designated account on the terms and conditions set forth herein.

Title of Signor (if Account Holder is NOT an individual):  Name of Financial Institution:  Account Number: (Account is a Checking Account Number)	ent will be n	nade.
Authorized Signature:	o rely on the	attached check or
Title of Signor (if Account Holder is NOT an individual):    Name of Financial Institution:		
Name of Financial Institution:    Account Number:	ate:	
Account Number:		-
PLEASE ATTACH A VOIDED CHECK (a deposit slip may be attached if account does not have checks)  Terms and Conditions: You authorize Creditor to initiate debit entries to your designated account for making your payments a scheduled payment amount plus any past due amounts and any other outstanding fees and charges due and owing under your Co such debit entries on your regularly scheduled due dates. If a due date falls on a weekend or holiday, Creditor may initiate the d day prior to the due date or (ii) the first business day after the due date. If an attempted debit entry is returned for any reason, in assess a fee for each failed debit entry and may, but is not required to, attempt the debit entry up to two (2) more times. Creditor designated account for purposes of adjusting debit entries made in error.  This authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization automatic payments. If Creditor a reasonable opportunity to act on such notice. Creditor may cancel or suspend your automatic pay automatic payments. If Creditor suspends automatic payment at its discretion, it may subsequently resume automatic payment.  You represent that the designated account is used primarily for business and commercial purposes. You should immediately not error. If you desire to change the account from which automatic payments are made, you must timely notify Creditor and executed the sunder this Authorization will be made using the automated clearing house ("ACH") funds transfer system and will be authorization, the ACH Rules and other applicable law in effect from time to time. Thi		
PLEASE ATTACH A VOIDED CHECK (a deposit slip may be attached if account does not have checks)  Terms and Conditions: You authorize Creditor to initiate debit entries to your designated account for making your payments scheduled payment amount plus any past due amounts and any other outstanding fees and charges due and owing under your Co such debit entries on your regularly scheduled due dates. If a due date falls on a weekend or holiday, Creditor may initiate the day prior to the due date or (ii) the first business day after the due date. If an attempted debit entry is returned for any reason, in assess a fee for each failed debit entry and may, but is not required to, attempt the debit entry up to two (2) more times. Creditor designated account for purposes of adjusting debit entries made in error.  This authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization are assonable opportunity to act on such notice. Creditor may cancel or suspend your automatic pay automatic payments. If Creditor suspends automatic payment at its discretion, it may subsequently resume automatic payment.  You represent that the designated account is used primarily for business and commercial purposes. You should immediately not error. If you desire to change the account from which automatic payments are made, you must timely notify Creditor and exect Electronic Payment.  Payments under this Authorization will be made using the automated clearing house ("ACH") funds tra	ccount or	Savings Account)
(a deposit slip may be attached if account does not have checks)  Terms and Conditions: You authorize Creditor to initiate debit entries to your designated account for making your payments scheduled payment amount plus any past due amounts and any other outstanding fees and charges due and owing under your Co such debit entries on your regularly scheduled due dates. If a due date falls on a weekend or holiday, Creditor may initiate the day prior to the due date or (ii) the first business day after the due date. If an attempted debit entry is returned for any reason, in assess a fee for each failed debit entry and may, but is not required to, attempt the debit entry up to two (2) more times. Creditor designated account for purposes of adjusting debit entries made in error.  This authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization payments. If Creditor suspends automatic payment at its discretion, it may subsequently resurne automatic payment.  You represent that the designated account is used primarily for business and commercial purposes. You should immediately not error. If you desire to change the account from which automatic payments are made, you must timely notify Creditor and executed this authorization will be made using the automated clearing house ("ACH") funds transfer system and will be authorization, the ACH Rules and other applicable law in effect from time to time. This authorization does not alter or lessen you with Creditor including but not limited to those provisions regarding the amount of the monthly payments, when payments are dassessment of late charges or the determination of delinquencies.	y found next	to account number)
error. If you desire to change the account from which automatic payments are made, you must timely notify Creditor and execute Electronic Payment.  Payments under this Authorization will be made using the automated clearing house ("ACH") funds transfer system and will be authorization, the ACH Rules and other applicable law in effect from time to time. This authorization does not alter or lessen you with Creditor including but not limited to those provisions regarding the amount of the monthly payments, when payments are disassessment of late charges or the determination of delinquencies.	Contracts. Crece debit entries or including insuftor also may manuthorization in subsymmetration at any tot.	fitor typically will initiate n either (i) the last business ficient funds, Creditor may ake credit entries to your uch time and in such time and require non-
authorization, the ACH Rules and other applicable law in effect from time to time. This authorization does not alter or lessen you with Creditor including but not limited to those provisions regarding the amount of the monthly payments, when payments are disassessment of late charges or the determination of delinquencies.	notify Creditor ( ecute a new Aut	of any automatic payment thorization for Automatic
For Office Use Only (do not complete)	your obligation	is under your Contracts
To one of one of the complete,		
Contract No First ACH Date:		



# **Delivery and Acceptance**

"Lessee"	
University Park Recreation District dba University Park Country Club, 7671 The Park Boulevard, University Park, FL 34201	
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305	

Delivery and Acceptance agreement attached to and made a part of Lease 008-0783182-104 dated August 29, 2024 (the "Lease").

### This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance	e Date:		
Lessee:	University Park Recreation District dba University Park Country Club	Ву:	Title:
		Printed Name:	

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

# **University Park Recreation District**

Review and Consideration of the Fourth Election Process

a. Appointment of Election Chair

#### **EXHIBIT A**

#### UNIVERSITY PARK RECREATION DISTRICT

#### 2025 SUPERVISOR ELECTION

#### **GENERAL PROCEDURES**

#### October 4, 2024

#### I. PRELIMINARY DUTIES AND OBSERVATIONS

- A. The Board of Supervisors shall appoint a person to serve as Election Chair, who shall work with the District Manager and District Counsel to oversee and facilitate the Election process. A Board Supervisor may not serve as Election Chair. The Election Chair may recruit other volunteers to assist. Except for possibly testifying at a future proceeding concerning the election, the Chair's duties will be completed at the end of the election scheduled for February 18, 2025.
- B. Notice of the Election shall be published once a week for two consecutive weeks in a newspaper of general circulation in the area of the University Park Recreation District. The last day of which shall not be fewer than 14 days nor more than 28 days before the date of election.

### II. OWNERS and REGISTRATION OF RESIDENTS ON OR BEFORE December 18, 2024

## On or before December 18, 2024

A. Owners shall be identified as those owning a residence (all Lots have houses on them/no vacant Lots)=based on the property owners as identified on the Manatee County Property Appraiser's website as of December 18, 2024, ("Owners"). Residents shall be identified using the best available information to the District which may include UPCAI resident information. The District shall provide a means to register as a Resident if one is not an Owner. Residents, who meet the definition of Resident as set forth in the Charter, may also be identified as any residents who have registered and been verified with the District Manager by December 18, 2024 ("Residents"). Information related to registration shall be posted on the website and in a public location at the Clubhouse. Residents who have not registered shall be issued provisional ballots and counting of the provisional ballots shall be subject to verification of meeting the qualification for voting and assurances of compliance with the Charter.

#### III. FILING TO RUN

- A. On or before 5:00 p.m. on December 18, 2024, applications to run for Board Supervisor must be received by the District Manager.
- B. Only Residents, which is defined by the Charter as a person over eighteen (18) years of age who resides at one specific address within the UPRD for at least 183 days per calendar year, may be file to run for Office of Board Supervisor.
- C. Information related to the qualifications and the filing process shall be posted on the website and in a public location at the Clubhouse. It may also be included in other media as appropriate.
- D. If there are fewer or equal people filing to run to the number of seats up for election, the candidate(s) shall be declared elected, assigned seat numbers by the Board and no election shall be held.

# IV. MAILED NOTICE OF THE ELECTION AND ABSENTEE BALLOTS On or before January 10, 2025

- A. Mailed notice of the election shall be sent to the Owners and Registered Residents at least 30 days in advance of the election. District Management shall be responsible for mailing the notice. If the mail is returned as undeliverable and there is a second address on record with the district, then District will make reasonable effort to send the mailed notice to the second address. The mailed notice shall explain who is eligible to vote pursuant to the Charter.
- B. Information related to registration shall be posted on the website and in a public location at the Clubhouse. It may also be included in the advertisement for the election and other media as appropriate.

The mailed notice shall include an absentee ballot for voting and a ballot envelope for returning to the district. If voting by absentee ballot, the voter shall place the absentee ballot inside the ballot envelope, which shall be returned to the (to the RD office at UPCC. Sole receiver will be the Election Chair) District Management Office. Absentee ballots may also be cast during office business hours in a locked box in the administrative office of the University Park Country Club located at 7671 The Park Boulevard up until 5:00 p.m. on the day before election day. The locked box only shall be opened by the Election Chair and election volunteers on Election Day. The District Management Office shall be the sole receiver of ballots. The ballot envelope shall be marked with an identifier to determine the property for which the ballot is being cast and whether the voter is an Owner or a Resident. If a ballot is sent without a ballot envelope, the ballot, and any possible identifying information, shall be set aside for review by the Election Chair and shall only be counted if it can be determined the property for which the vote.

- C. All ballot envelopes shall remain sealed until Election Day.
- D. The notice to the Owners shall identify when the election date shall be, where the election shall be held, where absentee ballots are to be sent or filed consistent with this resolution, and how for Residents, who are not Owners, to register for the election prior to Election Day.

# Election Day At the University Park Community Center located at 7671 The Park Boulevard, University Park, FL 34201

## February 18, 2025 9:00 a.m. - Noon

#### V. VOLUNTARY CHECK IN AND OBTAINING BALLOTS

- A. A Resident, as defined on the Charter, or Owner may vote in person, by absentee ballot, or by proxy.
- B. Check voting against the list of Registered Owners and Residents.
- C. Compare the proxies to the voting list.
- D. Identify any irregularities in the proxies.
- E. Resolve any irregularities in the proxies, if possible.
- F. Make a new list with the information in a chart, in the form attached as Exhibit A. This list will be used to determine the number of voting units present for election of the Supervisors. If there are any irregularities, they should be noted and brought to the attention of the Election Chair, and if needed, District Counsel.
- G. Pass out ballots if the voter has valid proxies and include the number of voting units represented and voting on the top right-hand corner of the ballot and initial.

# VI. CASTING AND COLLECTION OF BALLOTS FOR BOARD OF SUPERVISORS (Residents/Owners)

- A. The ballot, along with any proxies, shall be placed in the ballot boxes prior to the closing of the polls.
- B. The number of votes that may be cast by a voter shall be equal to the number of vacancies that exist at the time of the election. For 2025, each voter may vote for a maximum of three (3) candidates.

#### VII. TABULATION OF BALLOTS FOR BOARD OF SUPERVISORS

- A. Provisional ballots shall be reviewed by the Election Chair, and if needed, District Counsel.
- B. The ballots shall be counted by the election volunteers appointed by the Election Chair. (Does the District want to use independent Accounting to count and verify the Ballots?)

# VII. ELECTION RESULTS

- A. The Election Chair announces the vote totals for each candidate for each seat.
- B. The election results shall be placed on the District Website promptly by the District Manager and certified at the next meeting at the Board of Supervisors.
- C. All ballots shall be retained by the District Manager. If there is a Court challenge, the ballots will be retained by the District Manager until the election results are finalized.

#### **EXHIBIT A**

#### FORM OF CHART FOR PROXY CHECK IN

1. Name	2. Address	3. Verified Voting Units as of Right	4. Irregular Voting Units as of Right	5. Verified Proxy Voting Units	6. Irregular Proxy Voting Units	7. Total Verified Voting Units (add 3 plus 5)	8. Total Irregular Voting Units (add 4 plus 6)	9. Total Voting Units Represented (add 7 plus 8)

<u>Verified Voting Units as of Right (#3)</u> means the number of votes the listed person possesses by virtue of being an Owner or Resident, which is verifiable by your records.

<u>Irregular Voting Units as of Right (#4)</u> means the number of votes the listed person possesses by virtue of being an Owner or Resident, which cannot be verified by your records or does not match your records.

<u>Verified Proxy Units Voting (#5)</u> means the number of votes the listed person is entitled to cast by virtue of proxies, which proxies are verifiable by your records.

<u>Irregular Proxy Units Voting (#6)</u> means the number of votes the listed person is entitled to cast by virtue of proxies, which proxies cannot be verified by your records or does not match your records.

Total Verified Voting Units (#7) means the total of the Verified Voting Units as of Right (#3) plus the Verified Proxy Units Voting (#5)

Total Irregular Voting Units (#8) means the total of the Irregular Voting Units as of Right (#4) plus the Irregular Proxy Voting Units (#6)

Total Voting Units Represented (#9) means the total of the Total Verified Voting Units (#7) plus the Total Irregular Voting Units (#8)



# OFFICIAL BALLOT FORM

# University Park Recreation District, Manatee County, Florida

# **Board of Supervisors Election - February 18, 2025**

For the election of THREE (3) Supervisors. The three candidates receiving the most votes shall be elected to three-year terms.

## **COMPLETING YOUR BALLOT**

Use this ballot to record your vote in this election. CHOOSE ONE OF THE OPTIONS BELOW:

- 1. VOTE BY MAIL: Mail your ballot in the return envelope provided. Your ballot must be received **no** later than Noon on February 18, 2025, for your vote to be tabulated in the election results.
- 2. BALLOT BOX: A secure ballot box will be available at the Club Office from 9AM to 5PM (Monday through Friday) beginning January 19, 2025, so that you can deliver your ballot by placing it in the ballot box. On Election Day, **February 18, 2025**, deposit this ballot in the secure ballot box provided at the UPRD polling place located at the Club between the hours of 9AM and Noon.
- 3. DESIGNATE A PROXY: See below.

YOUR VOTE Indicate your votes by placing an X in the box next to the names of the three (3) candidates who you vote to serve on the Board of Supervisors. Yes, you can vote for none, one or two. Candidates listed in alphabetical order. You may use the two blank lines for write-in candidates, if any. PRINT THE NAMES OF WRITE-IN CANDIDATES.				
Write-in Candidate (print)				
Write-in Candidate (print)				

_			
	 	 	<u>_</u>

# **DESIGNATE A PROXY HOLDER**

If you designate a Proxy whom you authorize to vote for you, **DO NOT COMPLETE THIS BALLOT.**Instead use the enclosed Proxy Form, legibly enter all the required information, and provide the Proxy Vote Form **to your designated Proxy Holder who is eligible to vote.** Be certain that the designated Proxy Holder agrees to present the Proxy Form and complete the voting process for you on Election Day, February 18, 2025, between the hours of 9AM and Noon.

## **Exhibit C**



# OFFICIAL BALLOT FORM FOR USE ONLY ON FEBRUARY 18, 2025

University Park Recreation District, Manatee County, Florida

Board of Supervisors Election – February 18, 2025

For the election of THREE (3) Supervisors. The three candidates receiving the most votes shall be elected to three-year terms.

# **COMPLETING YOUR BALLOT**

Use this ballot to record your vote in this election. Deposit the ballot in the secure ballot box provided no later than Noon today.

YOUR VOTE					
Indicate your votes by placing an <b>X</b> in the box next to the names of the three (3)					
candidates who you vote to serve on the Board of Supervisors. Yes, you can vote for					
<b>none, one or two.</b> Candidates listed in alphabetical order. You may use the two blank lines for write-in candidates, if any. PRINT THE NAMES OF WRITE-IN CANDIDATES.					
Write-in Candidate (print)					
Write-in Candidate (print)					

**Exhibit D** 



# University Park Recreation District, Manatee County, Florida PROXY VOTE FORM

# **BOARD OF SUPERVISORS ELECTION FEBRUARY 18, 2025**

# THE VOTER MUST SEND THIS FORM TO THE DESIGNATED PROXY HOLDER FOR THE PROXY HOLDER TO SUBMIT HER/HIS VOTE

The undersigned, being the Owner or Resident o	f the property identified below, does hereby constitute
and appoint	("Proxy Holder") as my agent, in my name, place and
stead, to vote as my proxy in the Election of the	Board of Supervisors of the University Park Recreation
District to be held at the University Park Country	Club Election Room located at 7671 The Park Boulevard

on February 18, 2025 from 9:00AM to 12 noon, or at any adjournment or adjournments thereof. Any proxy previously given by the undersigned for said election is hereby revoked.

The Proxy Holder shall be entitled to vote for me as the Owner of Resident of the property identified below that I would be entitled to vote if then personally preset, upon any question, proposition, or resolution or any other matter or thing that may be considered at said Election including, but not limited to the election of members of the Board of Supervisors. This Proxy shall be effective until 90 days after February 18, 2025, or until sooner revoked by me.

IN WITNESS WHEREOF, I have signed this Proxy on	, 2024/2025.
OWNER/RESIDENT:	
Printed Name:	
OWNER/RESIDENT:	
Signature:	
Address:	
(If more than one property is owned, complete a separate Proxy Vot	e Form for each eligible voter for each

[If the fee simple landowner is not an individual, and instead is a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.)]

**NOTE:** If you choose to designate a Proxy, whom you authorize to vote for you, this Proxy Form must be sent to your designated Proxy Holder who is eligible to vote. The completed Form may be faxed or scanned. Be certain that the Proxy Holder agrees to present the Proxy Form and complete the voting process for you on Election Day, February 18, 2025, between the hours of 9:00 AM and 12 noon.

address)



Ratification of Payment Authorization Nos. 124 – 125

# University Park Recreation District

8/27/2024

Payment Authorization No. 124

# **O&M** - General Fund Expenses

<u>Vendor</u>	lnvoi <u>ce</u>	<u>Description</u>	į	<u>Amount</u>
PFM	DM-08-2024-53	District Management Fee: August 2024	\$	5,833.33
PFM	131945	Mailed Assessment Notices	\$	5,413.50
PFM	OE-EXP-08-2024-32	Postage	\$	2,683.21
Vglobal Tech	6455	ADA Website Maintenance - August 2024	\$	293.33
Vglobal Tech	6299	Quarterly ADA & WCAG Audits	\$	300.00

O&M - General Fund Expenses Total		\$ 14,5	523.37
•			
	QL 8 71/2024		
Asst. Secretary/Secretary	Asst. Treasurer		



Bill To:

University Park Recreation District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

# Remittance Options:

Via Mail:

PFM Group Consulting LLC PO Box 65126 Baltimore, MD 21264-5126 United States of America

RE: District Management Fee: August 2024

Professional Fees

Total Amount Due \$5,833.33

Company Address:	
1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100	

\$5,833.33



Date	Invoice Number	
August 8, 2024	131945	
Payment Terms	Due Date	
Upon Receipt	August 8, 2024	

Company Address: 1735 Market Street

Philadelphia, PA 19103 +1 (215) 5676100

42nd Floor

Bill To:

University Park Recreation District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

# Remittance Options:

Via Mail:

PFM Group Consulting LLC PO Box 65126 Baltimore, MD 21264-5126 United States of America

RE:

Mailed Assessment Notices (Qty: 20,451 / Envelopes: 1,203 Large)

Expenses

**Total Amount Due** 

\$5,413.50

\$5,413.50



Date Invoice Number

August 14, 2024 OE-EXP-08-2024-32

Payment Terms Due Date

Upon Receipt August 14, 2024

Bill To:

University Park Recreation District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

# Remittance Options:

Via Mail:

PFM Group Consulting LLC PO Box 65126 Baltimore, MD 21264-5126 United States of America

RE:

July 2024 Postage \$2,683.21

Expenses

**Total Amount Due** 

Company Address:	
1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100	

\$2,683.21

\$2,683.21

# VGlobalTech

636 Fanning Drive Winter Springs, FL 32708 US contact@vglobaltech.com www.vglobaltech.com



# INVOICE

# **BILL TO**

University Park RD 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Maintenance:ADA Website Maintenance Ongoing website maintenance for ADA and WCAG Compliance	1	218.33	218.33
	Email:Email Hosting & Maintenance Monthly email hosting. Up to 5 emails customized as per need with website domain address. Up to maximum 2 GB (upgrade to 10 GB) storage per inbox. Backup and archival not included. Customers will be able to take their own local backup as needed. Customers also responsible to manage the inbox overflow by deleting unwanted emails, large attachments. Spam and virus filters included and will be configured. Email forwarding service (to any email of customer choice) included. Full access through browser from any device (tablets, mobile or desktop) provided including steps to setup the client.	5	15.00	75.00

# VGlobalTech

636 Fanning Drive Winter Springs, FL 32708 US contact@vglobaltech.com www.vglobaltech.com



# INVOICE

**BILL TO** 

University Park RD 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

**INVOICE #** 6299 **DATE** 06/30/2024 **DUE DATE 06/30/2024** TERMS Due on receipt

**AMOUNT ACTIVITY** QTY RATE DATE 300.00 300.00

1

Audits: Quarterly ADA & WCAG **Audits** 

Quarterly ADA & WCAG Audits for all new content and document conversions for the website.

Invoice for Quarter 2 ADA Audit.

Please make check payable to VGlobalTech.

**BALANCE DUE** 

\$300.00

# University Park Recreation District

9/17/2024

Payment Authorization No. 125

# O&M - General Fund Expenses

Vendor	<u>Invoice</u>	<u>Description</u>	:	<u>Amount</u>
McClatchy Company, LLC	266246	Notice of Public Meeting - August 2024	\$	76.05
Blalock Walters	40896-033-8	\$21 Million Bond Validation	\$	5,698.76
Bialock Walters	40896-000-72	General Representation - August 2024	\$	7,750.00
Blalock Walters	40896-035-3	Reece Appeal	\$	165.00
Blalock Walters	40896-028-22	Amendment to Dri Dev. Order & GDP	\$	842.50
Valobal Tech	6538	ADA Website Maintenance - September 2024	\$	293.33

O&M - General Fund Expenses Total		14,825.64
	An aliabara	
Asst. Secretary/Secretary	Asst. Treasurer	



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Delly Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun Fort Worth Star|Telegram The Fresno Bee The Island Packet The Kansas City Star Lexington Herald-Leader The Telegraph - Macon Merced Sun-Star Miami Herald El Nuevo Herald The Modesto Bee
The Sun News | Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichlta Eagle
The Olympian

Page 1 of 1

UNIVERSITY PARK RECREATION DISTRICT Attn: Accounts Payable 7671 THE PARK BOULEVARD UNIVERSITY PARK BRADENTON, FL 34201

9.5.24

AUGUST INVOICE					
Invoice No.:	266246				
Invoice Date:	08/31/2024				
Due Date:	09/30/2024				
Bill-To Account:	29585				
Sales Rep:	Willmenta Lemons				

Dates	Order No.	Description	Product	Size	Billed Units	Times Run	Net Amount
08/28/2024 - 08/28/2024	586344	Print Legal Ad-IPL01909250 IPL0190925 PO: Univ Park Rec Dist-Rescheduled BOS	BRD-Bradenton Herald Legal   Legals & Public Notices CLS	1 x 64 L	64 L	1	\$76.05

	August Summary
Amount Due:	\$76.05

Please Return This Portion With Your Payment (Thank You)

McClatchy Company LLC PO Box 510150 Livonia MI 48151

# **ADVERTISING INVOICE**

UNIVERSITY PARK RECREATION DISTRICT Attn: Accounts Payable 7671 THE PARK BOULEVARD UNIVERSITY PARK BRADENTON, FL 34201

	AUGUST INVOICE
Invoice No.:	266246
Account No.:	29585
Account Name:	UNIVERSITY PARK RECREATION DISTRICT
Amount Due:	\$76.05

Email guestions to ssccreditandcollections@mcclatchy.com

McClatchy Company LLC PO Box 510150 Livonia MI 48151



## WE MAKE A DIFFERENCE

802 11th Street West Bradenton, Florida 34205 ph: 941.748.0100 fx: 941.745.2093

UNIVERSITY PARK RECREATION DISTRICT PFM FINANCIAL ADVISORS, LLC 3504 LAKE LYNDA DRIVE, SUITE 107 ORLANDO, FL 32817

Page: 1
August 31, 2024
Account # 40896-033
Invoice # 40896-033-8

ATTN: ACCOUNTSPAYABLE@UNIVERSITYPARK-FL.COM

\$21 MILLION BOND VALIDATION

FEM

## For Professional Services Rendered Thru 08/31/2024

			HOURS	
08/02/2024	FEM CFJ	Prepare for and attend hearing on settling and approving trial statement.  Communicate with Dean Matt issues for our upcoming meeting.  Preparation for meeting	3.40 0.70	935.00 192.50
08/05/2024	FEM FEM	Review statements and work on reconciling statements in anticipation of meeting with Dean Matt.  Receipt and review of emails between Sally, Mark, etc. regarding statements.	1.60 0.30	440.00 82.50
08/08/2024	FEM FEM	Attend telephone conference regarding tomorrow's meeting. Work on joint statement of the record by combining UPRD and Matt statements.	0.40 4.90	110.00 1,347.50
08/09/2024	FEM MPB	Revise statement based on comments; meet with Dean Matt to address combined statement. Review rule 9.2000 (b)(5), statement draft	2.00 1.00	550.00 275.00
08/13/2024	FEM FEM	Revise statement based on notes from meeting with Dean Matt.  Meet with Dean Matt to address revisions to statement.  Review revised statement. Prepare email to Mark, Kevin and Sally. Prepare email to Dean regarding revised statement.  Review revisions to Rule 9.200 (b)(5) statements; discuss strategy.	1.20 0.80 0.80 0.40	330.00 220.00 220.00 110.00
08/15/2024	MPB FEM FEM	Revise statement.  Prepare draft letter langauge to judge and prepare email to Dean Matt regarding proposed letter and changes to the statement.	0.40	110.00
08/18/2024	MPB	Review Mark Criden memo.	0.20	55.00
08/19/2024	FEM	Address appellate question regarding timing and ability to dismiss.	0.20	55.00

# UNIVERSITY PARK RECREATION DISTRICT \$21 MILLION BOND VALIDATION FEM

Page: 2 August 31, 2024 Account # 40896-033 Invoice # 40896-033-8

08/29/2024	FEM	Review email and address statements.	HOURS 0.30	82.50
08/30/2024	FEM	Receipt and review of order settling and approving statement of the record.  TOTAL FOR THE ABOVE SERVICES	$\frac{0.80}{19.80}$	220.00 5,445.00
08/07/2024		BUSINESS OBSERVER PUBLICATION FEE - INV# 24-00508M- UNIV PARK REC DISTRICT TOTAL ADVANCES		253.76 253.76
		TOTAL CURRENT WORK		5,698.76
		PREVIOUS BALANCE		\$2,702.50
		PAYMENTS RECEIVED		
08/19/2024		Payment received on account. Thank you!		-2,702.50
		AMOUNT DUE (includes Previous Balance if shown above)		\$5,698.76

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## WE MAKE A DIFFERENCE

802 11th Street West Bradenton, Florida 34205 ph: 941.748.0100 fx: 941.745.2093

UNIVERSITY PARK RECREATION DISTRICT PFM FINANCIAL ADVISORS, LLC 3504 LAKE LYNDA DRIVE, SUITE 107 ORLANDO, FL 32817

Page: 1 August 31, 2024 Account # 40896-000 Invoice # 40896-000-72

ATTN: ACCOUNTSPAYABLE@UNIVERSITYPARK-FL.COM

**GENERAL REPRESENTATION** 

**MPB** 

## For Professional Services Rendered Thru 08/31/2024

			HOURS	
08/01/2024	MJP	Review of correspondence to Attorney Gang regarding public records request.	0.20	50.00
	MPB	Prepare memo to Brent Wilder and Robert Gang; review and respond to various memos on the agenda.	0.60	150.00
08/02/2024	CFJ	Review of facts regarding bond and appeal Review communication from Mike Beaumier regarding Universal's	0.50	125.00
	MJP	comments to addendum; review comments.	0.40	100.00
	MJP	Review of issue relating to Universal's request to limit liability; conference with Attorney Barnebey to discuss the same; prepare		
	MID	communication to Mike Beaumier.  Various communications with John Fetsick regarding Universal	0.30	75.00
	MJP	addendum and comments thereto.	0.40	100.00
	CFJ MPB	Review of bond information and Dean Matt complaint Work on Resolutions 2024-24 and 2024-25. Conference Call regarding the agendas; Telephone conference with Bob Gang on public records matters; Telephone conference with Vivian Carvalho; prepare memo to Bob Gang; Telephone conference with Vivian	0.70	175.00
		Carvalho regarding Budget Resolutions, review Geo-Tech	3.30	825.00
	JA	Assist with Ordinances 2024-24 and 2024-25.	0.50	62.50
08/04/2024	MPB	Telephone conference with Chair; review correspondence related to the Dean Matt Ethics complaint dismissal.	0.40	100.00
08/05/2024	MPB	Telephone conference with John Fetsick on the Universal contract review and respond to Vivian Carvalho memo on dismissal of Dean Matt complaint.	0.30	75.00
08/06/2024	MPB	Review and respond to Chair memo; review and respond to Kwame Jackson questions; prepare response to Dean Matt memo; prepare		

# UNIVERSITY PARK RECREATION DISTRICT GENERAL REPRESENTATION MPB

Page: 2 August 31, 2024 Account # 40896-000 Invoice # 40896-000-72

		memo to Sydney Johnson.	HOURS 0.80	200.00
08/08/2024	MPB	Review and respond to Dean Matt memo; Telephone conference with UPRD Chair and staff; prepare for August 9, 2024 meeting; prepare memo to Chair and staff; review comments on the draft; review and respond to Mark earlier memo.	2.70	675.00
08/09/2024	MPB	Telephone conference with Chair; Attend Board meeting.	3.10	775.00
00/09/2024			0.10	,,,,,,,
08/12/2024	MJP	Communications with Scott Tusing regarding deadline for assessment submittal to Property Appraiser.	0.20	50.00
	MJP	Conference with Scott Tusing regarding assessment deadline.	0.20	50.00
	MJP AWC	Follow up call with Property Appraiser's office regarding assessment.  Confer with Attorney Barnebey concerning training	0.20 0.20	50.00 50.00
08/13/2024	MJP	Review and analysis of indemnification provision to Hoyt contract;		
	MID	prepare alternative language; prepare correspondence to Mike Beaumier, John Fetsick, and Attorney Barnebey.	0.70	175.00
	MJP	Various communications with Mike Beaumier confirming modified indemnification language in Hoyt contract.	0.40	100.00
	MPB	Review and respond to Dean Matt memo; review and respond to John Fetsick memo; prepare memo to Mike Beaumier.	0.90	225.00
08/15/2024	MPB	Prepare memo to Kwame Jackson; review and respond to Sydney Johnson.	0.30	75.00
08/16/2024	MJP	Review communication from Mike Beaumier regarding revisions to Hoyt contract; prepare communication to Mike Beaumier in response.	0.40	100.00
	MJP	Prepare follow up email to Bob Gang regarding public records request.	0.20	50.00
	MJP	Review communication from Bob Gang regarding public records request.	0.20	50.00
	MJP	Various communications with Mike Beaumier regarding Hoyt contract.  Review and respond to email from County staff regarding public	0.40	100.00
	JA	records request for last two annual reports.	0.30	37.50
08/19/2024	MJP	Review Hoyt contract; prepare communication to Mike Beaumier and John Fetsick.	0.70	175.00
08/20/2024	MJP	Various communications with Paul Fay regarding Clubhouse Online	0.90	200.00
	MJP	Agreement; Review addendum.  Review and revise email correspondence from John Fetsick.	0.80 0.90	225.00
	MPB	Review facility use issues.	0.30	75.00
08/21/2024	MJP	Review of issue relating to Attorney Gang's response to public records request.	0.20	50.00
	MJP	Review of issue relating to solicitation bid opening; prepare communication to Kwame Jackson, John Festick, Vivian Carvalho,	0.00	225.00
		and Mark Barnebey regarding the same.	0.90	225.00

# UNIVERSITY PARK RECREATION DISTRICT GENERAL REPRESENTATION MPB

Page: 3 August 31, 2024 Account # 40896-000 Invoice # 40896-000-72

			HOURS	
	MPB	Review Dean Matt memo; refer to Marisa Powers; review and respond to Rusty Pierson memo; prepare memo to Bob Gang.	0.70	175.00
08/22/2024	MPB	Review and respond to Mark Criden memo.	0.30	75.00
08/23/2024	MJP	Review final revised version of Hoyt contract; prepare communication to Mike Beaumier and John Fetsick.	0.30	75.00
	MJP	Review communication from Mike Beaumier to Hoyt regarding architect contract.	0.20	50.00
08/27/2024	MJP	Review communication from John Fetsick regarding Hoyt contract signature.	0.20	50.00
	MJP	Prepare legislative update.	0.20	50.00
	MPB	Review public records correspondence.	0.30	75.00
08/28/2024	MJP	Review of communication from John Fetsick regarding CM RFQ.	0.20	50.00
	MJP MPB	Review communication from John Fetsick regarding UPCAI. Telephone conference with Chair, John Fetsick, and Vivian Carvalho	0.20	50.00
	IVII D	on public records requests; telephone call with Vivian Carvalho.	1.70	425.00
08/29/2024	MJP	Review of issue relating to Resolution adopting goals and objectives	0.50	405.00
		pursuant to Section 189.0694, Florida Statutes.	0.50	125.00
	MJP MPB	Review of communications with Rusty Pierson regarding BAN.  Telephone conference with John Fetsick and the Chair; telephone conference with Steve Ludmerer; prepare memo to Rusty Pierson; telephone conference with Rusty Pierson; review issues to the	0.20	50.00
		agenda; prepare memo to Kwame Jackson.	1.40	350.00
08/30/2024	MJP	Review of issue relating to public records request. Review various communications by and between Vivian Carvalho and	0.20	50.00
	MJP	Dean Matt.	0.60	150.00
	MJP MPB	Prepare communication to John Fetsick regarding anti-human trafficking affidavit.  Prepare memo to Vivian Carvalho; Telephone conference with Vivian	0.20	50.00
		Carvalho regarding public records request; prepare memo to Vivian Carvalho.	1.40	350.00
		TOTAL FOR THE ABOVE SERVICES	31.40	7,750.00
		TOTAL CURRENT WORK		7,750.00
		PREVIOUS BALANCE		\$5,964.88
		PAYMENTS RECEIVED		
08/19/2024		Payment received on account. Thank you!		-5,964.88
		AMOUNT DUE (includes Previous Balance if shown above)		\$7,750.00

UNIVERSITY PARK RECREATION DISTRICT GENERAL REPRESENTATION MPB Page: 4
August 31, 2024
Account # 40896-000
Invoice # 40896-000-72

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UNIVERSITY PARK RECREATION DISTRICT PFM FINANCIAL ADVISORS, LLC 3504 LAKE LYNDA DRIVE, SUITE 107 ORLANDO, FL 32817

Page: 1 August 31, 2024 Account # 40896-035 Invoice # 40896-035-3

ATTN: ACCOUNTSPAYABLE@UNIVERSITYPARK-FL.COM

REECE APPEAL

**MPB** 

## For Professional Services Rendered Thru 08/31/2024

			HOURS	
08/01/2024	MPB	Telephone conference with Jack Kracht and Bill Drumm; prepare memo to Jack Kracht.	0.60	165.00
		TOTAL FOR THE ABOVE SERVICES	0.60	165.00
		TOTAL CURRENT WORK		165.00
		PREVIOUS BALANCE		\$1,677.50
		PAYMENTS RECEIVED		
08/19/2024		Payment received on account. Thank you!		-1,677.50
		AMOUNT DUE (includes Previous Balance if shown above)		\$165.00
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UNIVERSITY PARK RECREATION DISTRICT PFM FINANCIAL ADVISORS, LLC 3504 LAKE LYNDA DRIVE, SUITE 107 ORLANDO, FL 32817 Page: 1 August 31, 2024 Account # 40896-028 Invoice # 40896-028-22

ATTN: ACCOUNTSPAYABLE@UNIVERSITYPARK-FL.COM

AMENDMENT TO DRI DEV. ORDER & GDP

**MPB** 

# For Professional Services Rendered Thru 08/31/2024

			HOURS	
08/01/2024	JA	Review staff comments. Work in file. Revise comments. Email to Bob Agrusa.	0.70	70.00
08/12/2024	MPB Telephone conference with Bob Agrusa.		0.30	82.50
	JA	Telephone call to Bob Agrusa. Email to Bob Agrusa regarding review comments.	0.30	30.00
08/13/2024	MPB	Conference with Nelson and Bob Agrusa regarding traffic issues.	0.90	247.50
08/14/2024	MPB	Prepare memo to John Fetsick; prepare memo to Bob Agrusa.	0.60	165.00
08/15/2024	MPB	Telephone conference with Laura Gonzalez.	0.40	110.00
08/27/2024	MPB	Review 2020 and 2019 DRI annual reports.	0.40	110.00
08/30/2024	MPB	Telephone conference with Laura Gonzalez.	0.10	27.50
		TOTAL FOR THE ABOVE SERVICES	3.70	842.50
		TOTAL CURRENT WORK		842.50
		AMOUNT DUE (includes Previous Balance if shown above)		\$842.50

UNIVERSITY PARK RECREATION DISTRICT AMENDMENT TO DRI DEV. ORDER & GDP MPB

Page: 2
August 31, 2024
Account # 40896-028
Invoice # 40896-028-22

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# VGlobalTech

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DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Maintenance:ADA Website Maintenance Ongoing website maintenance for ADA and WCAG Compliance	1	218.33	218.33
	Email:Email Hosting & Maintenance  Monthly email hosting. Up to 5 emails customized as per need with website domain address. Up to maximum 2 GB (upgrade to 10 GB) storage per inbox. Backup and archival not included.  Customers will be able to take their own local backup as needed.  Customers also responsible to manage the inbox overflow by deleting unwanted emails, large attachments. Spam and virus filters included and will be configured. Email forwarding service (to any email of customer choice) included. Full access through browser from any device (tablets, mobile or desktop) provided including steps to setup the client.	5	15.00	75.00