

# University Park Recreation District

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The regular meeting of the **Board of Supervisors of the University Park Recreation District** will be held on **Friday, December 12, 2025, at 1:00 PM** at the Business Offices located at 8301 The Park Boulevard, University Park, FL 34201 and or virtually.

**Meeting ID:** 845 8893 8513      **Passcode:** 755354

**Join meeting via Zoom:**

<https://us02web.zoom.us/j/84588938513?pwd=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 Minutes of the:
  - a. November 4, 2025, Workshop Meeting
  - b. November 6, 2025, Auditor Selection Committee Meeting
  - c. November 14, 2025, Board of Supervisors' Meeting

### **Staff Report Matters**

2. District Counsel
3. District Manager
4. Club Management
  - a. Management Discussion & Analysis Report
5. Committee Reports
  - a. Finance
  - b. Strategic Planning

### **Old Business Matters**

6. Review and Acceptance of Fiscal Year 2025 District Goals & Objectives Reporting Form
7. Review and Consideration of Professional Consulting Services RFP Template
8. Consideration and Appointment of Election Chair
9. Discussion of Park Boulevard Management (PBM) Spending Authority
10. Update on Capital Improvement Plan

### **New Business Matters**

- 11.** Consideration of Auditor Engagement Letter from Phillips Feldman Group
- 12.** Consideration of Arbitrage Rebate Calculation Services Proposal
- 13.** Consideration of Sunshade Proposal
- 14.** Update on Firm for Election Ballot Counting Services
- 15.** Discussion of Florida Ethics Commission Response

### **District Financial Matters**

- 16.** Ratification of Payment Authorization No. 149 – 151

<b>Date</b>	<b>Meeting Type</b>	<b>Time</b>	<b>Location</b>
December 17, 2025	Finance Committee Meeting	3:00PM	University Park Business Offices
January 9, 2026	Board of Supervisors' Meeting	1:00 PM	University Park Business Offices
January 14, 2026	Strategic Planning Committee Meeting	3:00 PM	University Park Business Offices
January 16, 2026	Rescheduled Workshop Meeting	2:00PM	University Park Business Offices
January 21, 2026	Finance Committee Meeting	3:00PM	University Park Business Offices

- 17.** Supervisor Comments & Future Agenda Items

- 18.** Public Comments

### **Adjournment**



# **University Park Recreation District**

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

- a. November 4, 2025, Workshop Meeting
- b. November 6, 2025, Auditor Selection Committee Meeting
- c. November 14, 2025, Board of Supervisors' Meeting

## **MINUTES OF MEETING**

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

**Tuesday, November 4, 2025**

**2:00 p.m.**

**Business Offices**

**8301 The Park Boulevard, University Park, FL 34201**

Board Members present in person or via phone:

Steve Heitzner	Vice Chairperson
Rusty Piersons	2 <sup>nd</sup> Vice Chairperson
David Murphy	Treasurer
Scott Huebner	Assistant Secretary

Also, Present in person or via phone:

Vivian Carvalho	District Manager - PFM Group Consulting LLC
Kwame Jackson	ADM - PFM Group Consulting LLC
John Fetsick	General Manager - Country Club
Curtis Nickerson	Director of Properties & Facilities— Country Club
Mark Barnebey	District Counsel - Blalock Walters
Various Audience Members in-person and via Zoom	

### **FIRST ORDER OF BUSINESS**

### **Organizational Matters**

#### **Call to Order, Roll Call, & Pledge of Allegiance**

The meeting was called to order at 2:01 p.m. Those in attendance are outlined above.

The Pledge of Allegiance was recited.

### **Public Comments**

Mr. Dean Matt commented regarding the Country Club Management Agreement and pointed out his concerns. He also commented regarding the ethics of Ms. Dickson and Mr. Fetsick.

There were no further public comments at this time.

### **SECOND ORDER OF BUSINESS**

### **Discussion Matters**

**Park Boulevard Management  
(PBM) Spending Authority**

Mr. Huebner gave an overview and noted everyone should be working towards the same goals and objectives. He recommended including explanation of these types of expenditures in the published annual Business Plan, in order for residents and Board members to be aware in advance.

It was noted the Board should review the yearly plan of projects and approve or deny based on the Capital Plan and budget.

There was discussion regarding the approval of projects.

Mr. Huebner gave an overview of the spending authority that Park Boulevard Management has without Board approval, and their allotted expenses. He noted the Board is responsible to the constituents.

It was noted there should be no extra spending during hurricane season.

Mr. Fettsick noted the annual projects and plans are discussed internally but have never been presented to the Board. It was noted moving forward, the Capital Expenditure Worksheet will become a part of the annual process that is presented.

There was discussion regarding past approved projects and the budget for those projects.

Mr. Fettsick noted there is a bank account for capital and gave an overview of that account. Any projects not completed in the current fiscal year are kept on the capital project list for the next fiscal year. The projects are not removed until completed.

Mr. Fettsick gave an overview of the capital needs plan process. It was noted this information can be included in the next fiscal year's budget that is presented to the Board as well.

There was brief discussion regarding the capital project process.

Mr. Huebner noted this process can provide alternate plans to fund the projects.

The Board requested a presentation of the capital projects list and expenditure for the next meeting in order to review.

There was discussion regarding the details of the agreement and any adjustments needed.

District Counsel will follow up regarding any conflicts within the existing agreement and adding any details needed.

It was noted the Finance Committee will use the capital projects list to plan for a budget.

Mr. Huebner also requested the Spending Authority to be reviewed by District Counsel for further explanation.

## **Board Meeting and Workshop Agenda Policy**

Mr. Huebner gave an overview regarding the process of how a Board member adds an item to the agenda and noted he had received recommendations from District Counsel.

Ms. Carvalho gave an overview of the agenda process and noted most topics are deadline or process driven. Any optional topics are normally discussed at the workshop level.

Mr. Murphy requested a calendar for the required agenda topics in order to navigate requests from the Supervisors.

It was noted other topics can be brought up under Supervisor Requests.

There was discussion regarding the process of supervisor requests and placing items on the agenda.

Mr. Barnebey gave an overview of the policy, procedure, and timing related to placing topics on the agenda. This can be amended based on the Board's decision.

There was continued discussion regarding the process.

Mr. Huebner noted he had requested discussion on alternative financing options related to the BAN for the next workshop. It was noted that it is a topic for the Finance Committee. Mr. Huebner noted he can meet with Mr. Crouch to relay the information.

Ms. Carvalho recommended reviewing the process.

Mr. Huebner gave an overview of the current policy and procedure and District Counsel's recommendation. He also gave an overview of his personal recommendations.

There was brief discussion regarding the recommendations and agenda topics. It was recommended that any topics that do not get placed on the Board Meeting agenda should be placed on the next Workshop agenda.

There was discussion regarding the process of approval and denial for agenda topics.

Mr. Murphy noted the committees can be given Board suggestions for topics.

District Counsel will draft an amendment to the rules of procedure for agenda topics for the next Board meeting.

The Board reviewed Ms. Dickson's recommendations.

There was brief discussion regarding workshop agenda topics. It was noted that these can be given at the end of each meeting.

## **Supervisor Requests and Public Comments**

Mr. Nickerson commented regarding next year's possible golf course renovations and standard maintenance. He noted these will be brought to the next meeting for the Board to review along with the Master Plan.

Mr. Huebner commented regarding items discussed within the minutes that need follow up. He gave examples of the amendment for the membership cap and adjusting the membership calendar year. It was noted that items need to be reviewed for closure.

Mr. Murphy recommended opening meetings with old business matters that are still open.

Mr. Piersons commented regarding the process of reviewing the minutes. He requested a change in the process and noted it should go to all Board members to review, and all changes can be given to District Management.

Ms. Carvalho reviewed the process of reviewing meeting minutes. She noted any changes can be sent to District Management prior to the meeting for review.

There was discussion regarding the process for approval of meeting minutes.

Mr. Jackson gave an overview of the timeline for the meeting minutes and the process of review and approval.

The Board agreed that minutes should be sent out to the entire Board for review with the agenda packet prior to the meeting. Any changes can be sent to District Management.

There was lengthy discussion regarding the breakdown of profit and loss for Trivia and Bingo.

Mr. Piersons stated there should be more details given. He recommended having the Finance Committee review this item.

Mr. Huebner recommended including overhead factors in the breakdown.

Mr. Heitzner commented regarding the dining survey results.

There was brief discussion regarding opening the dining area to the public for dinner or events for additional revenue. It was noted this could be a topic for the Finance Committee.

Mr. Murphy gave an overview of the various surveys and the current benchmarking. He also commented regarding membership fees and dues and what can be charged for these items.

Mr. Fetsick noted he will send the benchmarking presentation to the Board. It has great information for recurring revenue.

Mr. Huebner requested exploring finance options for the BAN at the next meeting. It was noted this will be a topic for the Finance Committee.

Mr. Freedman gave an overview of the next Strategic Planning Committee meeting.

The upcoming workshops and meetings were noted.

<b>Date</b>	<b>Meeting Type</b>	<b>Time</b>	<b>Location</b>
November 6, 2025	Strategic Planning Committee Special Meeting	10:00 AM	University Park Business Offices
November 6, 2025	Auditor Selection Committee Meeting	1:00PM	University Park Business Offices
November 12, 2025	Strategic Planning Committee Meeting	3:00 PM	University Park Business Offices
November 14, 2025	Board of Supervisors' Meeting	1:00 PM	University Park Business Offices
November 19, 2025	Finance Committee Meeting	3:00PM	University Park Business Offices

Mr. Dean Matt commented regarding censorship powers of the Chair and the \$2,000.00 that was spent on District Counsel. He also commented regarding an apology from Mr. Fetsick and Ms. Dickson and the bond issuance legalities.

Mr. Murphy noted that without the appeal, the bond would have gone through 30 days after the lower court approved it. He also gave an overview of the timeline related to the appeal.

Mr. Crouch commented regarding being the Chair of the Finance Committee. He noted finance topics should come to the committee to alleviate unnecessary issues for the Board. It was also noted the goal is to serve a membership experience, not return on investment.

Mr. Fetsick congratulated Luisa on being with University Park Country Club for 20 years.

There were no further Supervisor requests or public comments.

### **THIRD ORDER OF BUSINESS**

### Adjournment

ON MOTION by Mr. Murphy, seconded by Mr. Piersons, with all in favor, the Board adjourned the University Park Recreation District Board of Supervisors' Workshop Meeting, at 3:51 p.m.

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Secretary / Assistant Secretary

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Chairperson / Vice Chairperson

## **MINUTES OF MEETING**

### **UNIVERSITY PARK RECREATION DISTRICT AUDITOR SELECTION COMMITTEE**

**Thursday, November 6, 2025**

**1:00 p.m.**

**Business Offices**

**8301 The Park Boulevard, University Park, FL 34201**

Committee Members present in person or via phone:

Dick Crouch	Auditor Selection Committee Member
Tony Crisafio	Auditor Selection Committee Member
David Murphy	Auditor Selection Committee Member

Also, Present in person or via phone:

Vivian Carvalho	District Manager - PFM Group Consulting LLC (via phone)
Kwame Jackson	ADM – PFM Group Consulting LLC (via phone)
John Fetsick	General Manager – Country Club (via phone)
Paul Fay	Accountant – Country Club

### **FIRST ORDER OF BUSINESS**

#### **Organizational Matters**

#### **Call to Order, Roll Call, and Public Comment Period**

The Auditor Selection Committee meeting was called to order at 1:01 p.m. by Ms. Carvalho. Those in attendance are outlined above.

There were no public comments at this time.

### **SECOND ORDER OF BUSINESS**

#### **Administrative Matters**

#### **Review of Auditing Services Proposals**

- a. Carr, Riggs & Ingram
- b. Grau & Associates
- c. Mauldin & Jenkins
- d. Phillips Feldman Group
- e. Richie Tandoc, P.A.

Ms. Carvalho gave an overview of the five proposals.

## **Ranking of Auditing Services Proposals**

Ms. Carvalho gave an overview of the recommended rankings and criteria.

There was brief discussion regarding the points given to each proposer and the process of ranking. It was noted each proposer can receive 100 points or less based on the ranking criteria.

Mr. Jackson noted the rankings are important as the proposals are not solely ranked based on price.

There was discussion regarding the proposals and qualifications.

It was noted that Phillips Feldman Group has the most experience. The committee agreed to rank them as the number one proposer.

Ms. Carvalho gave an overview of the auditor selection process.

The committee ranked Phillips Feldman Group as number one with 300 points, Grau and Associates as number two with 230 points, Mauldin and Jenkins as number three with 209 points, Carr, Riggs, & Ingram as number four with 195 points, and Richie Tandoc, P.A., as number five with 175 points.

ON MOTION by Mr. Crouch, seconded by Mr. Crisafio, with all in favor, the Auditor Selection Committee approved the Auditor Selection Points and Rankings, and ranked Phillips Feldman Group as the number one proposer.

## **THIRD ORDER OF BUSINESS**

## **Adjournment**

There was no further business to discuss.

ON MOTION by Mr. Murphy, seconded by Mr. Crouch, with all in favor, the November 6, 2025, University Park Recreation District Auditor Selection Committee was adjourned at 1:20 p.m.

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Secretary / Assistant Secretary

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Chairperson / Vice Chairperson

## **MINUTES OF MEETING**

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

**Friday, November 14, 2025**

**1:00 p.m.**

**Business Offices**

**8301 The Park Boulevard, University Park, FL 34201**

Board Members present in person or via phone:

Sally Dickson	Chairperson
Steve Heitzner	Vice Chairperson
Rusty Piersons	2 <sup>nd</sup> Vice Chairperson
David Murphy	Treasurer
Scott Huebner	Assistant Secretary

Also, Present in person or via phone:

Vivian Carvalho	District Manager - PFM Group Consulting LLC
Kwame Jackson	ADM - PFM Group Consulting LLC (via phone)
John Fettsick	General Manager - Country Club
Curtis Nickerson	Director of Properties & Facilities - Country Club
Marisa Powers	District Counsel - Blalock Walters
Various Audience Members in-person and via Zoom	

### **FIRST ORDER OF BUSINESS**

#### **Organizational Matters**

#### **Call to Order, Roll Call, and Pledge of Allegiance**

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

The Pledge of Allegiance was recited.

#### **Public Comments**

Mr. Ludmerer commented regarding the strategic planning for the RFP. He questioned what the deliverable is going to be for the strategic plan.

Mr. Huebner noted he had received two letters from residents. Ms. Carvalho recommended forwarding letters to District Management.

Mr. Huebner gave an overview of the letters. One letter was regarding estoppels.

Ms. Dickson noted she referred the resident to District Management.

Ms. Carvalho gave an overview of the process related to resident emails.

There was brief discussion regarding paying off a resident's bond portion and golf membership. It was noted that the two are separate.

Mr. Huebner noted the second resident letter was regarding the expansion of a home that could affect the golf course.

Mr. Nickerson gave an overview of the location. There was brief discussion regarding the expansion.

Mr. Murphy noted it is currently being presented to Manatee County.

There were no further public comments.

## **SECOND ORDER OF BUSINESS**

### **Administrative Matters**

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

- a) September 30, 2025, Auditor Selection Committee Meeting
- b) October 6, 2025, Board of Supervisors' Special Meeting
- c) October 17, 2025, Board of Supervisors' Meeting
- d) October 23, 2025, Board of Supervisors' Continued Meeting

The Board reviewed the minutes.

Ms. Carvalho noted any changes by the Board have been incorporated as requested.

Mr. Huebner recommended redlining any changes for the Board's review.

Mr. Murphy noted the word "form" on page 3 of the October 17, 2025, meeting should be changed to "forum".

ON MOTION by Mr. Murphy, second by Mr. Piersons, with all in favor, the Board of Supervisors for the University Park Recreation District approved the Minutes of the September 30, 2025, Auditor Selection Committee Meeting, the October 6, 2025, Board of Supervisors' Special Meeting, the October 17, 2025, Board of Supervisors' Meeting, and the October 23, 2025, Board of Supervisors Continued Meeting.

## **Ratification of Approval of Varsity Club Renovation Project**

Ms. Carvalho noted there was a vote taken during the last meeting authorizing the purchase of the Varsity Club furniture. This is to ratify that action.

ON MOTION by Mr. Murphy, second by Mr. Heitzner, with all in favor, the Board of Supervisors for the University Park Recreation District ratified the Approval of the Varsity Club Renovation Project Furniture.

### **THIRD ORDER OF BUSINESS**

#### **Staff Report Matters**

**District Counsel –** No report.

**District Manager –**

Ms. Carvalho noted there are no open records requests at this time.

Ms. Johnson will be sending out the Voter Eligibility Form today in the Club Weekly.

Ms. Carvalho gave an overview of the form that will be on the District's website. All submissions will be sent to District Management. The deadline is December 31, 2025. It was noted that if you are a deeded resident, you do not have to register.

**Club Management –**

#### **a. Management Discussion & Analysis Report**

Mr. Fetsick gave an overview of the report. He gave an update on the Finance and Strategic Planning Committees. They each have had several meetings. He noted the Finance Committee will be requesting an increase in Initiation Fees at the December Board meeting. The Strategic Planning Committee is requesting RFP approval at today's Board meeting, with proposals due December 12, 2025, at noon.

Mr. Fetsick recommended having an update from the committees on the agenda at each meeting. This should be done by a committee representative, other than Mr. Fetsick.

Mr. Piersons recommended having the Chair do those updates.

Mr. Fetsick noted the busy Club season is here. The Gridiron Fall Festival was highly attended and had positive feedback. Thanksgiving is sold out with approximately 600 reservations. Trivia nights are continuing.

There was brief discussion regarding trivia nights and hours of operation. Mr. Fetsick noted there will be more consistent hours for dining.

There was also brief discussion regarding sold out events.

The Amenity Survey Process has concluded. Results will be presented at an upcoming Workshop.

Mr. Murphy noted he will be meeting with the Advisory Groups to review information and questions.

Ms. Dickson recommended sharing this information with the Strategic Planning Committee.

Mr. Murphy noted a goal of the Strategic Planning Committee is to determine how to satisfy the needs of today, while also planning for the needs of the future.

There was brief discussion regarding having someone from each Advisory Group report back to the Strategic Planning Committee.

It was noted there is no bias in the results. The only bias is that it was an opt-in survey. Mr. Murphy gave an overview of the surveys.

Mr. Fetsick noted that all sports activities are continuing and staying busy.

Mr. Fetsick gave an overview of the membership report. It was noted there will be formal action at today's meeting regarding the 450-membership cap. Mr. Fetsick noted he will provide a breakdown of resident and non-resident members for racquets in future reports.

Mr. Fetsick gave an overview of the Statement of Operations through September 20, 2025. It was noted this was for operating results. Mr. Fetsick also gave an overview of the Balance Sheet and the Capital Sources and Uses Sheet.

There was brief discussion regarding the dining and food operational costs.

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

#### **Business Matters**

#### **Consideration of Resolution 2026-03, Adopting Membership Cap**

Ms. Dickson gave an overview.

Ms. Powers noted the Resolution should have Exhibit A attached, which would list the membership cap.

There was lengthy discussion regarding the increase in the membership cap and the member experience. It was noted the previous full membership cap was 450 and the Board previously agreed to a 10-person increase when needed.

There was also discussion regarding resident versus non-resident membership caps. Mr. Murphy gave a historical overview of membership.

Mr. Piersons noted the consulting groups have expertise related to this subject and can make recommendations to the Board. There was brief discussion regarding the consulting groups.

There was continued discussion regarding the membership cap. It was noted the cap will be exceeded at some point in the year.

Mr. Murphy recommended approving the 460-flexibility cap.

There was brief discussion regarding approving the resolution with the 460-membership cap.

Mr. Jackson noted that the previous Resolution 2025-10 states that the full membership cap, initiated at 450 members, can only be surpassed by District Homeowners.

There was continued discussion regarding the membership cap and member experience. It was noted the 460 cap is for flexibility being that membership ebbs and flows. If the new resolution is rejected, the current resolution stays in place.

Ms. Dickson recommended discussing this at a workshop.

There was brief discussion regarding membership related to home sales and non-resident membership.

Ms. Dickson recommended leaving the resolution as it is and note that there is flexibility of 10 members. Any other increase will have to be reviewed by the Board.

There was brief discussion regarding the cap and having a waitlist.

This item was deferred.

#### **Consideration of General Manager's Goals and Objectives**

Ms. Dickson gave an overview and noted the goals and objectives have been updated as requested.

There was brief discussion regarding the goals and objectives of the General Manager. It was noted changes can be made next year as needed.

There was also brief discussion regarding the frequency of reporting to the Board.

ON MOTION by Mr. Piersons, second by Mr. Heitzner, with Mr. Murphy opposed, and all others in favor, the Board of Supervisors for the University Park Recreation District approved the General Manager's Goals and Objectives.

Mr. Murphy commented regarding the KPI's and benchmarks.

**Review and Consideration of  
Professional Consulting Services  
RFP Template**

- a) RFP Template**
- b) Email from Supervisor  
Piersons**

Ms. Dickson gave an overview of the template and Mr. Piersons's email in support of professional consulting services.

There was discussion regarding hiring consulting services.

Mr. Freedman commented regarding the consulting services and noted these services will help understand the future market for housing sales in the UPRD.

There was discussion regarding the RFP template and the timing of the request. Mr. Murphy recommended pushing back 60 to 90 days.

Ms. Dickson gave a historical overview of strategic planning in the District. She noted the process would not be completed until the beginning of the year.

Mr. Heitzner agreed the timing is too early for the Strategic Planning Committee to hire outside sources. He also requested clarification on what the deliverable would be. Mr. Heitzner recommended a facilitator, instead of a consultant.

There was brief discussion regarding having a facilitator.

Mr. Huebner noted this is the request from the Strategic Planning Committee of what they need.

Mr. Piersons noted this was the same request that the Business Planning Team had.

There was continued discussion regarding the timing of the request and the process of the RFP. It was noted that the RFP is solely a proposal request and ultimately does not have to be approved.

Mr. Freedman noted there will be information gained from the RFP process, and it would take the Committee some time before coming before the Board. The entire process and review would take approximately 4 to 6 months.

There was brief discussion regarding the work currently going on with the kitchen and fitness center.

Ms. Dickson noted the Strategic Plan is not the Master Plan. She gave an overview of the responsibilities of the Strategic Planning Committee and noted it is not related to building.

There was discussion regarding the Master Plan versus the Strategic Plan and the goals of each.

Ms. Powers noted this approval is for the template, but the RFP will be modified prior to sending out.

There was lengthy discussion regarding the deadline for the RFP. It was noted the revised template with updated dates and required legalities will be brought back to the Board at the December meeting. The final document will also include the evaluation criteria.

This item was deferred until the December meeting.

**Consideration of  
Recommendation of the Auditor  
Selection Committee**

Ms. Carvalho noted the Auditor Selection Committee met on December 6, 2025, and ranked five companies. She gave an overview of the rankings and noted the Phillips Feldman Group was ranked number one. Once approved, District Management will reach out to the selected auditor for an engagement letter.

ON MOTION by Mr. Piersons, second by Mr. Heitzner, with Mr. Huebner opposed, and all others in favor, the Board of Supervisors for the University Park Recreation District approved the recommendation of the Auditor Selection Committee and ranking of Phillips Feldman Group as Number One.

It was noted that the Board previously approved the members of the Auditor Selection Committee. Ms. Carvalho gave an overview of the process related to auditing services.

**Consideration and Appointment of  
Election Chair**

Ms. Carvalho gave an overview and noted communication was sent out for candidacy interest. There has been no interest thus far. There must be an Election Chair appointed by January, or an outside company can be hired.

The Board can send recommendations to Ms. Carvalho. This can be determined at the December meeting.

It was noted there will be a committee to help the Election Chair.

This item will be kept on the agenda.

**Consideration of Resolution 2026-04, Setting a Public Hearing Date for Amendment to Rules of Procedure**

Ms. Carvalho gave an overview and how it relates to items being placed on the agenda. District Counsel provided a template for the Board's review. A hearing has to be scheduled to change the rule of procedure. Due to timing requirements, this would take place at the January Board meeting.

ON MOTION by Mr. Murphy, second by Mr. Heitzner, with all in favor, the Board of Supervisors for the University Park Recreation District approved Resolution 2026-04, Setting a Public Hearing Date for Amendment to Rules of Procedure, with a date of January 9, 2025.

## **FIFTH ORDER OF BUSINESS**

### **District Financial Matters**

### **Ratification of Payment Authorization No. 149**

This item was deferred due to the invoices not being included in the agenda packet.

### **Supervisor Requests & Public Comments**

The upcoming workshops and meetings were noted.

<b>Date</b>	<b>Meeting Type</b>	<b>Time</b>	<b>Location</b>
November 19, 2025	Finance Committee Meeting	3:00PM	University Park Business Offices
December 2, 2025	Board Workshop Meeting	2:00PM	University Park Business Offices
December 10, 2025	Strategic Planning Committee Meeting	3:00PM	University Park Business Offices
December 12, 2025	Board of Supervisors' Meeting	1:00 PM	University Park Business Offices
December 17, 2025	Finance Committee Meeting	3:00PM	University Park Business Offices
December 30, 2025	Board Workshop Meeting	2:00PM	University Park Business Offices

It was noted the Voter Eligibility Registration announcement was already sent out and reminders will be sent out as well.

There was brief discussion regarding the meeting and workshop dates. It was requested that the December 30, 2025, workshop be moved to January. District Management will follow up with possible dates to reschedule.

Ms. Dickson commented regarding an incident of possible illegal gambling on Club property. The incident was reported to the police, and it has been closed as non-criminal. District Counsel was contacted and made aware of the situation. Any future issues or questions can be directed to Club Management or Board Supervisors for appropriate action to be taken. The incident report will be a part of the minutes.

Mr. Heitzner gave an update on the revised plan for the kitchen as it relates to storage and bathrooms. Cost effectiveness and designs are being worked on with the architects. Mr. Heitzner also gave an update on the fitness center plans and gave an overview of the previous choices. He noted the two-story building option received good feedback. There is a recommendation to use the space on the opposite side of the golf pro shop for the Fitness Center, instead of the originally planned activity center. This would eliminate a lot of the disruption during construction and provide cost savings. The building next to the racquet courts could be used for other needed space.

There was discussion regarding the location and parking/traffic issues. There was also discussion regarding the Fitness Center options.

Mr. Huebner recommended adding the Fitness Center to the Cart Barn expansion.

There was brief discussion regarding the location and previous plans for an activity center. It was noted the Club has the archived plans.

Mr. Nickerson requested the use of the current consulting architects for the Front Nine project. This is not a new expense and is rolled into next year's contract, with an approximate cost of \$10,000.00. The choices will be brought back to the Board for review.

ON MOTION by Mr. Piersons, second by Mr. Murphy, with all in favor, the Board of Supervisors for the University Park Recreation District approved the engagement of the architect consultant company for the Front Nine project, with the fee rolled into next year's contract.

Ms. Loundy commented regarding the office space and noted it is needed in the Master Plan. She also commented regarding the traffic for the possible Fitness Center. It was noted the admin offices are included in the proposal. It was also noted the current planned parking spaces would be inadequate for classes and a safety issue for pedestrian traffic.

Mr. Matt commented regarding the history of the approval of the legal and finance issues club.

He also commented regarding Ms. Dickson holding a Chair seat on the Board and being a member of the PBM committee.

Ms. Dickson noted Mr. Matt's comments were non-factual and noted the Ethics Commission stated there are no conflicts of interest with her serving in the positions.

There were no further Supervisor requests or public comments.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

There was no further business to discuss.

ON MOTION by Mr. Murphy, second by Mr. Heitzner, with all in favor, the November 14, 2025, Board of Supervisors Meeting for the University Park Recreation District was adjourned at 3:52 p.m.

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Secretary / Assistant Secretary

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Chairperson / Vice Chairperson



# **University Park Recreation District**

## **Staff Reports**



# **University Park Recreation District**

## **Club Management**

a. Management Discussion & Analysis Report

University Park Recreation District  
Management Discussion & Analysis Report  
As of November 30, 2025

**The Holiday Season is here!**

“Thank you” to the entire Team for a very successful Thanksgiving to-go service and dinner buffet. Thanksgiving Day was sold-out with approximately 600 reservations (all Members & Guests) and we finished with approximately 100 “to-go” orders the Wednesday before. In total, approximately 700 Members were provided with a Thanksgiving meal over a 24-hour period.

Our Staff Holiday Party was on Monday, December 8<sup>th</sup> at Lakewood National CC (we hosted their party on December 1<sup>st</sup>). Approximately 175 staff members and guests enjoyed great food, drink, prizes and more!

The Team has now moved on to hosting member and public Holiday Parties. Member events include our Racquets Holiday Party (12/6), Member Christmas Party (12/13), Hanukkah Dinner (12/15), Wine Club Holiday Tasting (12/20), Christmas Eve Breakfast with Santa (12/24), and a New Year’s Eve Dinner (12/31). In addition, we are also hosting many other Holiday Parties including several for UP neighborhoods.

All of these events in addition to our standard Bingo (12/4), Trivia (12/18), Trucks and Tunes (12/22), among many others.

It is shaping up to be a busy month of Member Experiences!

**Varsity Club**

John Fetsick to provide a verbal update on the Varsity Club furniture.

**Racquets Furniture**

John Fetsick will seek approval to move forward with the purchase of new outdoor furniture within the Racquets & Fitness spaces. The proposed furniture will be on-site Thursday, December 11<sup>th</sup> for review for the Board and Membership.

University Park Recreation District  
Management Discussion & Analysis Report  
As of November 30, 2025

**Membership**

		Full	Racquets	Social	Net Change in Memberships	Trial Full	Trial Rac/Fit	Trial Fit/Soc	Trial Social	Sum Golf	Sum Tennis	Wait List
2024 Totals 12/31/24		445	108	786	1339	2	0	0	2	0	0	9
January		-1	1	0	0	3						
February		-4	1	3	0							
March		1	2	-6	-3	-2		2	-2			-2
April		2	1	4	7	-3				41	14	-6
May		5	-1	-1	3			-2		29	33	
June		1	1	-1	1					5	2	
July		-2		2	0					0	2	
August		5	-1	1	5							
September		3	-2	-1	0							1
October		7	4	-7	4					-75	-51	1
November	11/20	2	1	0	3							-2
<b>Total Members</b>		<b>464</b>	<b>115</b>	<b>780</b>	<b>1359</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Social Access</b>		104	28		132							
<b>Fitness</b>		21	1	131	153							
<b>Range</b>			10	57	67							
<b>Twilight Tennis</b>				24	24							
<b>Pickleball</b>		2		56	58							
<b>Total Passes</b>					<b>434</b>							

\*134 grandfathered non-members (flat to prior month), 194 grandfathered members (-1 to prior month)

\*\*315 non-resident memberships (+3 to prior month)

**UNIVERSITY PARK COUNTRY CLUB STATEMENT OF OPERATIONS**

YTD OPERATING RESULTS, 1 MONTH THROUGH 10/31/25	Actual Results of UPCC Operations	Budget	\$ Variance	% Change	COMMENTS
Total Revenues	\$1,043	\$1,017	\$26	2.6%	
Less: Outside Golf Capital Allocation	(18)	(17)	(0)	2.1%	10% of Outside Golf Allocated to Capital
<b>Total Revenues, Less Capital Allocation</b>	<b>1,026</b>	<b>1,000</b>	<b>26</b>	<b>2.6%</b>	
Total Expenses	1,024	1,020	(3)	(0.3%)	
<b>Net Operating Surplus (Deficit)</b>	<b>2</b>	<b>(20)</b>	<b>22</b>	<b>(111.0%)</b>	<b>Net Operating impact</b>
<b>Revenues and Expenses, Details</b>	<b>Actual</b>	<b>Budget</b>	<b>\$ Variance</b>	<b>% Change</b>	
Dues revenue	\$506	\$510	(\$ 3)	(0.6%)	
Golf operations revenue	271	267	4	1.5%	
Dining operations revenue	229	209	20	9.7%	
Racquets/Fitness/Other operations revenue	19	15	5	32.0%	
<b>Subtotal, Revenues</b>	<b>1,026</b>	<b>1,000</b>	<b>26</b>	<b>2.6%</b>	
Golf operations	131	152	21	14.0%	
Golf maintenance	315	278	(37)	(13.4%)	Projects that were budgeted for later in the year completed early
Dining operations	321	325	4	1.3%	
Racquets & Fitness operations	59	50	(9)	(18.5%)	
General & Adm	198	216	17	8.1%	
<b>Subtotal, Expenses</b>	<b>1,024</b>	<b>1,020</b>	<b>(3)</b>	<b>(0.3%)</b>	
<b>Net Operating Surplus (Deficit), net of \$18k outside golf capital allocation</b>	<b>\$2</b>	<b>(\$ 20)</b>	<b>\$ 22</b>	<b>(111.0%)</b>	<b>Variance is \$22k, 111% from budget</b>

UNIVERSITY PARK COUNTRY CLUB COMPARATIVE BALANCE SHEET AS OF OCTOBER 31, 2025 AND 2024

Assets	UPCC Operating Fund		Capital Irrigation Fund		Comments & Assumptions
	Unaudited 10/31/25	Unaudited 10/31/24	Unaudited 10/31/25	Unaudited 10/31/24	
<b>Operating Cash &amp; Short-Term Investments</b>	<b>\$827</b>	<b>\$492</b>			
Accounts Receivable	585	593			
Inventory	354	339			
Deposits & Prepays	254	166			
Future Assessments based on BAN or Long-Term Bonds			5,936	5,137	Amounts drawn from BAN, \$4,059 + Amounts borrowed from UPCC Capital Reserves, \$1,835 as of FY25, \$42 accrued interest
<b>Subtotal, operating assets</b>	<b>2,020</b>	<b>1,590</b>	<b>5,936</b>	<b>5,137</b>	
<b>Board Designated Cash &amp; Investments &amp; Receivable from Irrigation Fund:</b>					
Operating Reserves	400	400			BOS designated for future use.
Capital Reserves	501	4			
Capital Reserves Used for Irrigation Project--Due from Capital Irrigation Fund	1,835	2,532			Portion of irrigation project paid out of UPCC reserve funds
<b>Sub total, Board Designated Cash, Capital Reserves &amp; Capital Irrigation Fund Receivable</b>	<b>2,736</b>	<b>2,936</b>	<b>-</b>	<b>-</b>	
<b>Property and Equipment - Net</b>	<b>26,613</b>	<b>20,313</b>			
<b>Property and Equipment - CIP</b>	<b>1,323</b>	<b>5,619</b>	<b>-</b>	<b>-</b>	
<b>Total Assets</b>	<b>\$32,692</b>	<b>\$30,458</b>	<b>\$5,936</b>	<b>\$5,137</b>	
<b>Liabilities &amp; Net Position:</b>					
<b>Accounts Payable</b>					
Operations Related	\$519	\$428			
Accrued Liabilities & Other Payables	380	357	42	-	
Gift Cards & Store Credits	119	108			
<b>Subtotal, operating liabilities</b>	<b>1,018</b>	<b>894</b>	<b>42</b>	<b>-</b>	
<b>Deferred Revenue</b>	<b>1,164</b>	<b>1,076</b>			
<b>Capital Lease Obligations</b>	<b>2,009</b>	<b>418</b>			
<b>Capital Projects Payable</b>	<b>58</b>	<b>785</b>			
<b>Due to UPCC Operating Fund</b>			\$1,835	\$2,532	
<b>BAN Payable to Bank</b>			4,059	2,605	
<b>Total Liabilities</b>	<b>4,249</b>	<b>3,172</b>	<b>5,936</b>	<b>5,137</b>	
<b>Beginning Balance, Purchase of UPCC assets in 2019</b>	<b>16,750</b>	<b>16,750</b>	<b>-</b>	<b>-</b>	
<b>Due From Capital Irrigation Fund</b>	<b>1,835</b>	<b>2,532</b>			
<b>Prior Years' Operating Surplus</b>	<b>9,868</b>	<b>7,281</b>			
<b>Current Period Operating Surplus</b>	<b>(10)</b>	<b>723</b>			
<b>Net Position</b>	<b>28,443</b>	<b>27,286</b>	<b>-</b>	<b>-</b>	
<b>Total Liabilities &amp; Net Position</b>	<b>\$32,692</b>	<b>\$30,458</b>	<b>\$5,936</b>	<b>\$5,137</b>	

**UNIVERSITY PARK COUNTRY CLUB CAPITAL SOURCES AND USES AS OF OCTOBER 31, 2025**

Sources		Notes
<b>2019, Construction Fund after UPCC club purchase</b>	<b>\$4,157</b>	
<b>2021, Loan Forgiveness</b>	<b>856</b>	
<b>2024-5, Bond Anticipation Note for Irrigation Project</b>	<b>3,757</b>	\$1,838 was paid out of Operating Cash and needs to be repaid from either BAN assessment or 2024 Bond funds when available.
<b>Sub total, Bond Proceeds and Loan Forgiveness</b>	<b>8,769</b>	<b>Bonds &amp; Loan Forgiveness</b>
<b>FY 2021 Init Fees &amp; 10% Outside Golf</b>	<b>673</b>	
<b>FY 2022 Init Fees &amp; 10% Outside Golf</b>	<b>666</b>	
<b>FY 2023 Init Fees, Cap Dues &amp; 10% Outside Golf</b>	<b>1,330</b>	
<b>FY 2024 Init Fees, Cap Dues &amp; 10% Outside Golf</b>	<b>1,850</b>	
<b>FY 2025 Init Fees, Cap Dues &amp; 10% Outside Golf</b>	<b>1,439</b>	
<b>FY 2026 Init Fees, Cap Dues &amp; 10% Outside Golf</b>	<b>194</b>	
<b>Sub total, Init Fees, Capital Dues &amp; 10% Outside Golf</b>	<b>6,151</b>	<b>Capital raised through Operations</b>
<b>Total Sources of Capital</b>	<b>14,920</b>	
Uses		
<b>2022, Parking Lot - Asphalt</b>	<b>136</b>	
<b>2021-2025, Golf Course Improvement &amp; Irrigation</b>	<b>7,412</b>	
<b>2023, Tennis/Pickleball Courts</b>	<b>810</b>	
<b>2022-2023, Buildings - Renovations, A/C and Upgrades</b>	<b>291</b>	
<b>2023-2025, Range Picker, Bag Drop/Pro Shop FF&amp;E</b>	<b>127</b>	
<b>2022-2024, Grille - Kitchen Equipment</b>	<b>289</b>	
<b>2023, Golf Course Maintenance Equipment</b>	<b>459</b>	
<b>2023, IT Equipment - Computers, Server etc</b>	<b>91</b>	
<b>2023-2024, Racquets And Fitness Equipment</b>	<b>89</b>	
<b>2021-2023, Indoor Dining Renovation</b>	<b>1,066</b>	
<b>2023-2024, Outdoor Dining (Cafe) Renovation</b>	<b>2,326</b>	
<b>Subtotal, Uses</b>	<b>13,096</b>	
<b><u>FY2025 Uses</u></b>		
<b>2025, Varsity Club Renovation</b>	<b>47</b>	
<b>2025, Admin Office Renovation</b>	<b>31</b>	
<b>2025, (4)Toro Greensmasters</b>	<b>29</b>	
<b>Subtotal, FY2025 Uses</b>	<b>107</b>	
<b>Construction In Progress</b>		
<b>2025, Back 9 Renovation</b>	<b>1,115</b>	
<b>2020, Master Plan Project</b>	<b>151</b>	
<b>Locker Room Renovation</b>	<b>3</b>	
<b>Other - Carpeting</b>	<b>5</b>	
<b>Subtotal, CIP</b>	<b>1,274</b>	
<b>Total Uses</b>	<b>14,477</b>	
<b>Remaining Capital Reserves</b>	<b>443</b>	<b>Capital Account Balance at 10/31/2025</b>
<b>Due to operating capital from BAN or Bond</b>	<b>1,835</b>	
<b>Total Capital Reserves</b>	<b>2,278</b>	<b>Balance with Irrigation Project repayment</b>

MTD & YTD STATEMENT OF CASH FLOWS, 1 MONTH THROUGH 10/31/25		October	
		MTD	YTD
<b>Cash Flows From Operating Activities:</b>			
Cash Receipts From Members & Guests		\$ 428	\$ 428
Cash Payments To Vendors & Suppliers		(344)	(344)
Cash Payments To PBM Staff Serving UPCC & UPRD		(594)	(594)
<b>Net Cash Provided (Used) By Operating Activities</b>		<b>(509)</b>	<b>(509)</b>
<b>Cash Flows From Capital, Financing, And Other Non-Operating Activities:</b>			
Initiation Fees		\$ 163	\$ 163
Capital Dues		10	10
Purchase Of Equipment & Capital Projects		(264)	(264)
Transfer to General Fund		(50)	(50)
Interest From Investments		1	1
<b>Net Cash Provided (Used) By Capital And Other Non-Operating Activities</b>		<b>(140)</b>	<b>(140)</b>
<b>Net Increase (Decrease) In Cash</b>		<b>(649)</b>	<b>(649)</b>
<b>Cash At Beginning Of Period</b>		<b>2,378</b>	<b>2,378</b>
<b>Cash At End Of Period</b>		<b>\$ 1,728</b>	<b>\$ 1,728</b>

University Park Recreation District  
Summary Operating Data  
As of October 31, 2025

**Rounds of Golf (as of October 31, 2025):**

	October			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance
Member Rounds	3,248	3,899	(651)	3,248	3,899	(651)
Outside Rounds	2,563	2,356	207	2,563	2,356	207
	5,811	6,255	(444)	5,811	6,255	(444)

**Rounds of Golf (as of October 31, 2024):**

	October			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance
Member Rounds	2,133	3,699	(1,566)	2,133	3,699	(1,566)
Outside Rounds	840	2,432	(1,592)	840	2,432	(1,592)
	2,973	6,131	(3,158)	2,973	6,131	(3,158)

Overall revenue is \$22K favorable to budget, variance driven primarily by strong dining sales. Golf operations revenue is on target with budget, with higher outside rounds producing a \$5K favorable variance in greens fees, which helped offset lower member rounds resulting in a \$7K unfavorable variance in cart fees. Merchandise sales also surpassed budget, contributing an additional \$6K favorable variance.

Golf course maintenance expenses are currently over budget due to various projects that were scheduled for later in the year but were completed earlier. We anticipate this trend will continue over the next couple of months, with expenses realigning to budget by summer.



# **University Park Recreation District**

## **Review and Acceptance of Fiscal Year 2025 District Goals & Objectives 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  No

**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  No

**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  No

## **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  No  (*this goal is in progress and will be completed in 2026*)

## **Financial Transparency and Accountability**

### **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  No

### **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  No

### Goal 3.3: Annual Financial Audit

- v. **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.
- vi. **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.
- vii. **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.
- viii. **Achieved:** Yes  No

#### SIGNATURES:

Chair/Vice Chair: 

Date: 12/1/2025

Printed Name: STEVE HERNANDEZ

University Park Recreation District

District Manager: 

Date: 11/24/2025

Printed Name: VIVIAN CARVALHO

University Park Recreation District



# **University Park Recreation District**

## **Review and Consideration of Professional Consulting Services RFP Template**

**UNIVERSITY PARK RECREATION DISTRICT**  
**REQUEST FOR PROPOSAL FOR**  
**PROFESSIONAL CONSULTING SERVICES**  
**RFP No. \_\_\_\_\_**

University Park Recreation District, a political subdivision of the State of Florida (hereinafter referred to as the District) seeks proposal (Proposals) from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Professional Consulting Services as specified in this Request for Proposals to the District located in Manatee County, Florida.

**PARAMETERS/ SCOPE OF SERVICES:**

1. Assess current state - Review University Park background material
  - a. Review existing material that may provide insight into resident amenity preferences
    - i. Membership - Past and Present
    - ii. Past surveys, questionnaires, studies
    - iii. Capital Project Documentation
    - iv. Financial Records
    - v. Governance Documents
    - vi. Operations Information
    - vii. Facility Information
2. Competitive analysis - Benchmark data research and analysis
  - a. Identify HOAs that have country clubs
    - i. In our immediate Sarasota area that cater to the same demographic
    - ii. Within Florida and the Southeast
    - iii. Both thriving as well as those that are declining
  - b. What types of amenities or services are essential to membership retention and growth
3. SWOT analysis based upon the information that has been gathered and comparison to other HOAs/clubs
4. Communications Plan
  - a. Describe process for eliciting and disseminating information to residents and members
5. Recommendations for areas of improvement and investment
6. Consulting project pricing and timeframe
7. Credentials and client affidavits/references
8. Evaluation and Selection Criteria:

The Strategic Planning Committee will evaluate and rank the Proposals. The Strategic Planning Committee will present to the District its rankings and recommend that the District move forward with the top ranked Proposer. The selection criteria and given weight is as follows:

1. Approach/Process (\_\_\_\_ %)
2. Communications Plan (\_\_\_\_ %)
3. Customization to UP Needs (\_\_\_\_ %)
4. Creativity (\_\_\_\_ %)
5. Completeness (\_\_\_\_ %)

6. Past Experience/Experience with country club and golf facilities(15%)
7. Pricing (20%)

The District reserves the right to reject any or all proposals, to waive technicalities, to re-advertise, and to otherwise conduct this Request for Proposals in the manner it deems to be in the best interests of the District.

Prospective firms, as well as any agents, representatives or persons acting at the request of such prospective firms, shall be prohibited from discussing any matters related in any way to this Request for Proposals with any District officer, agent, or employee, other than John Fetsick, or as may otherwise be directed in the Request for Proposals.

## **SECTION A. INSTRUCTIONS TO PROPOSERS**

### **A.01 INFORMATION CONFERENCE**

Proposer Orientations can be scheduled at the University Park Country Club, 7671 The Park Boulevard, University Park, FL 34201 on an as requested basis. Please contact the General Manager, John Fetsick ([Jfetsick@universitypark-fl.com](mailto:Jfetsick@universitypark-fl.com), 941-355-3888 x 226) of your intention to schedule and to secure gate access credentials.

### **A.02 DUE DATE AND TIME**

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: Professional Consulting Services, Proposer's name, and Proposer's address. Proposals must be received by the District prior to the Due Date and Time:

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **Friday, January 16, 2026, at 12:00 P.M. EST**. Proposals must be submitted to the General Manager and addressed as follows:

**John Fetsick  
General Manager - UPRD  
7671 The Park Boulevard  
University Park, FL 34201**

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its Proposal to the District for receipt on or before the Due Date and Time. If a Proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

**A bid opening meeting will be held at 12:15 P.M. EST on Friday, January 16, 2026**, at the offices of University Park Country Club (UPCC) 7671 the Park Blvd., University Park, FL 34201, Florida at which time every bid received will be opened and read aloud, irrespective of any irregularities therein. Bidders and/or their representative properly interested may be present.

#### **A.03 SUBMISSION OF RESPONSES**

The contents of the Proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked “ORIGINAL”.
- Three (3) bound copy(s) clearly identifying Proposer and marked “COPY” with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives in Bluebeam or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Proposal copies. Electronic copies must contain an identical Proposal to the original.

Upon submission, all Proposals become the property of UPRD which has the right to use any or all ideas presented in any Proposal submitted in response to this Request for Proposals whether, or not, the Proposal is accepted.

#### **A.04 ORGANIZATION OF RESPONSES**

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2, Proposal Response, identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposal Signature Form must be signed by an official or other individual authorized to make representations for the Proposer.

#### **A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this RFP are attached to this solicitation

#### **A.06 ADDENDA**

Any interpretations, corrections or changes to this RFP will be made by addendum. Addenda will be issued via email.

All addenda are a part of the RFP, and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to obtain, read and acknowledge all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

#### **A.07 RESPONSE EXPENSES**

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

#### **A.08 QUESTION AND CLARIFICATION PERIOD**

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFP shall be made in writing via email to the Districts Designated Procurement Contact. All questions received and responses given will be provided to potential Proposers via an addendum to this RFP

The District will not be responsible for oral interpretations given by other sources including District staff, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information will be given.

**A.09 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal, and the attribute, condition or capability is a requirement of this RFP, such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the District.

**A.10 WITHDRAWAL OR REVISION OF RESPONSES**

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its Proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Proposals. A copy of the request shall be retained, and the unopened Proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
  1. The mistake is clearly evident in the solicitation document; or
  2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing.

**A.11 JOINT VENTURES**

Proposers intending to submit a Proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**A.12 LOBBYING**

After the issuance of any solicitation, no prospective Proposer, or their agents, representatives or persons acting at the request of such Proposer, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any District officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a District Board meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled.

**A.13 EXAMINATION OF RESPONSES**

The examination and evaluation of the Proposals submitted in response to this solicitation generally requires a period of not less than thirty (30) calendar days from the Due Date and Time.

**A.14 ERRORS OR OMISSIONS**

Once a Proposal is opened, the District will not accept any request by Proposer to correct errors or omissions in the Proposal other than as identified in paragraph A.11.

**A.15 DETERMINATION OF RESPONSIBILITY AND RESPONSIVENESS**

The District will conduct a due diligence review of all Proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a Proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

**A.16 RESERVED RIGHTS**

The District reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the District reserves the right to negotiate with the Proposer. The District reserves the right to award the contract to a responsive and responsible Proposer, which in its sole determination is the best value and in the best interests of the District.

The District reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the District, Proposer shall provide all such information to the District. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

**A.17 APPLICABLE LAWS**

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida.

**A.18 TAXES**

UPRD is exempt from Federal Excise and State Sales Taxes therefore, the Proposer is prohibited from delineating a separate line item in its Proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work

performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.19 SCRUTINIZED COMPANIES**

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**A.20 COLLUSION**

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future District solicitations for a specified period.

The district reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

**A.21 CODE OF ETHICS**

With respect to this Request for Qualifications, if any Proposer violates, directly or indirectly, the ethics provisions of the Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to UPRD.

**A.22 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, Successful Proposer, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Proposer is to complete Form 3 and submit with your Proposal

**A.23 AMERICANS WITH DISABILITIES**

The District does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of District functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring

reasonable accommodation for an information conference or Proposal opening should contact John Fetsick at least twenty-four (24) hours in advance of either activity.

**A.24 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, UPRD hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request for Qualifications and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.25 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Successful Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 4870915.

**A.26 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Proposals shall be conducted at the public opening.

If UPRD rejects all Proposals and concurrently notices its intent to reissue the solicitation, the rejected Proposals are exempt from public disclosure until such time the UPRD provides notice of an intended decision concerning the reissued solicitation or until UPRD withdraws the reissued solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all Proposals.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of UPRD, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and UPRD public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by UPRD, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and UPRD policies including but not limited to Section 119.0701, Florida Statutes.
  
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to the District upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to UPRD, upon request from UPRD's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS RFP OR THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RFP, CONTACT UPRD'S CUSTODIAN OF PUBLIC RECORDS, VIVIAN CARVAHLO, AT (407) 723-5900; 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FL 32817; [CARVALHOV@PFM.COM](mailto:CARVALHOV@PFM.COM)**

#### **A.27 TRADE SECRETS**

UPRD is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

**Notwithstanding any other provision in this solicitation, designation of the entire proposal as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.**

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to the District.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
- b. UPRD and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from UPRD that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the District shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials. Proposer shall indemnify and hold District, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from UPRD's non-disclosure of the trade secret materials.

#### **A.28 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to District or any privately owned or leased property held by UPRD.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by UPRD.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to UPRD.

b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the District, or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the UPRD designated Contract administrator who shall coordinate UPRD's response to the request.

**A.29 E-VERIFY**

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with URD. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

**A.30 LICENSES AND PERMITS**

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

**A.31 MINIMUM WAGE REQUIREMENTS**

The successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

**A.32 PROTEST**

Any actual bidder, Proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the District Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Contact. Protest must be in writing and delivered via email in a sealed container with the following information clearly marked on the outside of the package: Protest related to RFP for Strategic Planning Consulting Services, Proposer's name, and Proposer's address. Proposals must be received by the District prior to the Award Date and Time at the following address:

**John Fetsick  
General Manager - UPRD  
7671 The Park Boulevard  
University Park, FL 34201**

by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award by The District. There is no stay of the procurement process during a protest. The

Procurement Contact shall have the authority to settle and resolve a protest concerning the intended award of a contract.

#### **A.33    BINDING OFFER**

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as *prima facie* evidence that the Proposer has familiarized itself with the contents of this Solicitation

#### **A.34    ACCESSIBILITY**

The District is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required in the proposal are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

#### **A.35    ANTI HUMAN TRAFFICKING**

Section 787.96, Florida Statutes, requires that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Therefore, Successful Proposer shall be required to execute and return to the District, the District's Anti-Human Trafficking Affidavit.

#### **A.36    SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. The schedule is tentative and may be adjusted from time to time in the best interest of the District.

<b>Scheduled Item</b>	<b>Scheduled Date</b>
Non-Mandatory Solicitation Information Conference at UPRD, 7671 The Park Boulevard University Park, FL 34201	As requested in writing by Proposer.  Deadline to request and hold conference is December 16, 2025 @ 5:00p.m.

Question and Clarification Deadline	January 2, 2026 @ 5:00p.m.
Final Addendum Posted	January 6, 2026 @ 5:00p.m.
Proposal Due Date and Time	January 16, 2026 @ 12:00p.m.
Bid Opening Meeting at UPRD, 7671 The Park Boulevard, University Park, FL 34201	January 16, 2026 @ 12:15p.m.
Technical Evaluation Meeting	Within fourteen (14) days of January 16, 2026
Interviews/Presentations/Demonstrations (if conducted)	Within twenty-eight (28) days of January 16, 2026
Final Evaluation Meeting (if required)	Within fourteen (14) days of interviews/presentations demonstrations
Projected Award	March 10, 2026



# **University Park Recreation District**

## **Consideration and Appointment of Election Chair**



# **University Park Recreation District**

## **Discussion of Park Boulevard Management (PBM) Spending Authority**

# University Park Recreation District (UPRD)

## Summary of Park Boulevard Management Spending Authority

Based on the Country Club Management Agreement (Effective December 2024)

Park Boulevard Management (PBM) manages daily operations of University Park Country Club under defined limits of spending and contracting authority. UPRD retains oversight of all major, capital, and unbudgeted expenditures. The following summarizes PBM's financial and contractual authority without prior approval.

Category	Authority Without Approval	Requires UPRD / Officer Approval
Operating Expenses	Within approved Annual Operating Budget	Outside budgeted limits
Emergency Repairs	Up to \$25,000 for safety or damage prevention	Over \$25,000 (Chair/Treasurer approval required)
Unbudgeted Minor Expenses	≤ \$10,000 per month or ≤ \$50,000 per year	Exceeding \$10,000/month or \$50,000/year
Service Contracts	Within budget and ≤ \$50,000 total	Over \$50,000 or not in budget
Capital Expenditures	None without inclusion in Annual Business Plan	All capital items not pre-approved by Board
Bank Signatures	≤ \$50,000 single signature (GM/Finance/Facilities)	\$50,000 requires Chair/Treasurer co-signature

**Summary:** PBM's spending authority covers routine and budgeted operations. Unbudgeted, emergency, and capital expenditures require UPRD approval as outlined. The Board retains oversight of all major financial commitments and deviations from the approved Annual Business Plan.

----- Original Message -----

From: Mark Barnebey <mbarnebey@blalockwalters.com>  
To: "Sally Dickson - UPRD (sally.dickson@UniversityParkRD.com)"  
<sally.dickson@UniversityParkRD.com>,  
"steve.heitzner@universityparkrd.com" <steve.heitzner@universityparkrd.com>,  
Scott Huebner <scott.huebner@universityparkrd.com>,  
"David.Murphy@universityparkrd.com"  
<David.Murphy@universityparkrd.com>, Rusty Piersons  
<russell.piersons@universityparkrd.com>  
Cc: "John Fetsick (jfetsick@universitypark-fl.com)" <jfetsick@universitypark-  
fl.com>, "Vivian Carvalho (carvalhov@pfm.com)" <carvalhov@pfm.com>,  
Jennifer Alexander <jalexander@blalockwalters.com>  
Date: 12/02/2025 5:27 PM EST  
Subject: University Park Recreation District/

**Please do not respond to all.**

Supervisors – In prior workshops, there was the inquiry below. Our response is as set forth below:

Was the Summary of Park Boulevard Management Spending Authority presented at the November 4, 2025 workshop and attached hereto correct?

In general terms, the Summary of Park Boulevard Management Spending Authority is consistent with the Country Club Management Agreement of December

13, 2024. As with any summary, there are more details in the Management Agreement, but this is a good summary.

Mark P. Barnebey

Board Certified in City, County and Local Government Law



802 11th Street West | Bradenton, FL 34205  
2 North Tamiami Trail, #402 | Sarasota, FL 34236

Office [941.748.0100](tel:941.748.0100) | Facsimile [941.745.2093](tel:941.745.2093)  
[mbarnebey@blalockwalters.com](mailto:mbarnebey@blalockwalters.com)

To ensure compliance with Treasury Department regulations, we advise you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

Confidentiality Notice - This message is being sent by or on behalf of an attorney. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of this message.



# **University Park Recreation District**

## **Update on Capital Improvement Plan**



# **University Park Recreation District**

**Consideration of  
Auditor Engagement Letter  
from Phillips Feldman Group**



Nathan A. Phillips, CPA

Stephanie J. Feldman, CPA

David N. Phillips, CPA, MBA

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Courtney L. Cound, CPA

John M. Lawton, CPA

Michelle V. Schalmo, CPA

Shannon L. Huber, CPA

Keith S. Boyle, CPA

Bethany A. Bohall, CPA

November 26, 2025

C/O Vivian Carvalho,  
Senior District Manager Business Development  
PFM Group Consulting LLC  
UNIVERSITY PARK RECREATION DISTRICT  
3501 Quadrangle Boulevard, Suite 270  
Orlando, FL 32817

**RE District Audit Services for UNIVERSITY PARK RECREATION DISTRICT:**

Enclosed please find our proposed engagement letters for Audit services for UNIVERSITY PARK RECREATION DISTRICT for the years ending September 30, 2025-2027.

We sincerely appreciate the opportunity you have given us and look forward to the possibility of working with your District.

If you should require additional information or further explanation, please feel free to contact us.

Sincerely,

PHILLIPS FELDMAN GROUP, P.A.



Nathan A. Phillips  
Certified Public Accountant

Enclosures

November 26, 2025

Nathan A. Phillips, CPA

Stephanie J. Feldman, CPA

David N. Phillips, CPA, MBA

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Courtney L. Cound, CPA

John M. Lawton, CPA

Michelle V. Schalmo, CPA

Shannon L. Huber, CPA

Keith S. Boyle, CPA

Bethany A. Bohall, CPA

Board of Supervisors  
C/O Vivian Carvalho  
UNIVERSITY PARK RECREATION DISTRICT  
3501 Quadrangle Boulevard, Suite 270  
Orlando, FL 32817

Dear Board of Supervisor:

We are pleased to confirm our understanding of the services we are to provide for the UNIVERSITY PARK RECREATION DISTRICT for the years ending September 30, 2025-2027.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of UNIVERSITY PARK RECREATION DISTRICT as of and for the years ending September 30, 2025-2027. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement UNIVERSITY PARK RECREATION DISTRICT's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who consider it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to UNIVERSITY PARK RECREATION DISTRICT's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual -General Fund.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole.

**Certified Public Accountants**

801 Laurel Oak Drive, Suite 303, Naples, FL 34108

P 239 566 1600 | F 239 566 1901 | [pfgcpa.com](http://pfgcpa.com)

UNIVERSITY PARK RECREATION DISTRICT

November 26, 2025

Page 2

**Audit Scope and Objectives (Continued)**

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

**Auditor's Responsibilities for the Audit of the Financial Statements.**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of UNIVERSITY PARK RECREATION DISTRICT and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors. We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

UNIVERSITY PARK RECREATION DISTRICT

November 26, 2025

Page 3

**Auditor's Responsibilities for the Audit of the Financial Statements (Continued)**

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We have identified other significant risk(s) of material misstatement as part of our audit planning: (1) Proper compliance with applicable Florida laws; (2) Proper compliance with applicable Bond Indenture and (3) Proper cut-offs at year-end due to timing of transactions.

Our audit of financial statements does not relieve you of your responsibilities.

**Audit Procedures - Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of UNIVERSITY PARK RECREATION DISTRICT's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

UNIVERSITY PARK RECREATION DISTRICT

November 26, 2025

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**Other Services**

We will also assist in preparing the financial statements and related notes of UNIVERSITY PARK RECREATION DISTRICT in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

UNIVERSITY PARK RECREATION DISTRICT

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**Responsibilities of Management for the Financial Statements (Continued)**

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

UNIVERSITY PARK RECREATION DISTRICT

November 26, 2025

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**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to UNIVERSITY PARK RECREATION DISTRICT; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of UNIVERSITY PARK RECREATION DISTRICT and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Florida's Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of PHILLIPS FELDMAN GROUP, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Notwithstanding the foregoing, PHILLIPS FELDMAN GROUP, P.A., shall comply with the public records laws of the State of Florida, specifically to:

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

UNIVERSITY PARK RECREATION DISTRICT

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**Engagement Administration, Fees, and Other (Continued)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, VIVIAN CARVALHO (CARVALHOV@PFM.COM), 3501 QUADRANGLE BLVD, SUITE 270, ORLANDO FL 32817, PHONE: 407-723-5900.; E-MAIL ADDRESS carvalhov@pfm.com; MAILING ADDRESS PFM Group Consulting LLC, 3501 Quadrangle Blvd, Suite 270 Orlando, FL 32817.**

Nathan A. Phillips, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, food and hotel, electronic confirmations, technology fee copies, telephone, etc.). Our base audit fee will be approximately \$28,000 (2025-2026) and \$29,000 (2027) plus out of pocket costs and any reporting requirements/other duties as defined below.

***Addition to base fee above, any time incurred for the following will be billed separately: new bond issuances, corrections of yearly bond entries and related disclosures, GASB implementations (i.e. Compensated Absences GASB 101/or other required pronouncements), special projects (i.e. fixed asset/depreciation reporting, correcting/amending MDA summary, financial condition assessment reporting to the Florida Auditor General, etc.), Grant funds/transaction testing and review.***

Our standard hourly rates vary according to the degree of responsibility involved and the level of experience of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obliged to compensate us for all the time expended and to reimburse us for all out-of-pocket costs from the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

**Reporting**

We will issue a written report upon completion of our audit of UNIVERSITY PARK RECREATION DISTRICT's financial statements. Our report will be addressed to Board of Supervisors of UNIVERSITY PARK RECREATION DISTRICT. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports or we may withdraw from this engagement.

UNIVERSITY PARK RECREATION DISTRICT

November 26, 2025

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**Reporting (Continued)**

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that UNIVERSITY PARK RECREATION DISTRICT is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

This agreement will stay in effect and adjust annually until either party decides to cancel with a written ninety-day notice.

We appreciate the opportunity to be of service to UNIVERSITY PARK RECREATION DISTRICT and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



PHILLIPS FELDMAN GROUP, P.A.

Certified Public Accountants

RESPONSE: This letter correctly sets forth the understanding of UNIVERSITY PARK RECREATION DISTRICT.

Signature: \_\_\_\_\_

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

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

**UNIVERSITY PARK RECREATION DISTRICT  
ADDENDUM TO PHILLIPS FELDMAN PROPOSAL TO PROVIDE AUDIT SERVICES**

This Addendum (the "Addendum") dated 11/26, 2025, is an addendum to Phillips Feldman's Proposal to Provide Audit Services (the "Agreement") between University Park Recreation District (the "District") and Phillips Feldman Group, P.A. (the "Contractor"). The provisions of this Addendum shall prevail over any conflicting terms contained in the Agreement.

**ADDITIONS:**

The following sections shall be added to the Agreement:

**1. Insurance**

Contractor will not commence any work under the Agreement until all insurance under this section and such insurance coverage as might be required by the District has been obtained. Contractor shall obtain, and submit to the District within ten (10) calendar days from the date of the Agreement, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

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

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

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

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

**B) Commercial General Liability**

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

General Aggregate:  
Products/Completed Operations Aggregate \$1,000,000  
Personal and Advertising Injury \$1,000,000  
Each Occurrence \$1,000,000

Fire Damage (Any One Fire) \$Nil  
Medical Expense (Any One Person) \$Nil

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

**C) Professional Liability Policy**

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

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

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

- a. Represents that Contractor maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the District, as set forth in this Agreement; and
- b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the District and must be endorsed to provide same. Failure of District to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

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

- a. The certificate holder shall be:  
**University Park Recreation District  
7671 The Park Boulevard  
University Park, FL 34201**
- b. Certificate shall be mailed to:  
**7671 The Park Boulevard**

**University Park, FL 34201**  
**Attn: General Manager- John Fetsick**

**2. Payment**

Payment of invoices shall be made by the District in accordance with Florida's Prompt Payment Act.

**3. E-Verify**

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

**4. Anti Human Trafficking**

Section 787.96, Florida Statutes, requires that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Therefore, Contractor shall be required to execute and return to the District, the District's Anti-Human Trafficking Affidavit.

**5. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Florida. The venue for any dispute arising hereunder shall be in and for Manatee County, Florida.

**6. Public Records**

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

- a. Contractor shall keep and maintain public records required by the District in order to perform the service;

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

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

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

**[SIGNATURE PAGE TO FOLLOW]**

**CONTRACTOR:**By: Nathan A. PhillipsName: Nathan A. PhillipsTitle: Partner**DISTRICT:**

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

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

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



# **University Park Recreation District**

## **Consideration of Arbitrage Rebate Calculation Services Proposal**

**Arbitrage Rebate Counselors, LLC**  
*Arbitrage Regulations Compliance for Issuers of Tax-Exempt Bonds*

November 25, 2025

University Park Recreation District  
c/o Ms. Kwame Jackson, Asst. Dist. Mgr.  
PFM Group Consulting LLC  
3501 Quadrangle Blvd., Ste. 270  
Orlando, FL 32817

Re: Proposal – Annual Arbitrage Calculations – University Park Recreation District –  
\$24,000,000 Non-Ad Valorem Assessment Bonds, Series 2019 (“2019 Series”)

Dear University Park Recreation District:

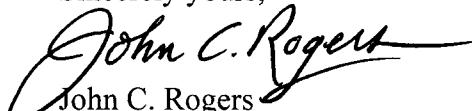
Arbitrage Rebate Counselors hereby contracts with University Park Recreation District to provide annual arbitrage calculations for the above-referenced 2019 Series.

The annual arbitrage calculations for the 2019 Series will cover the one-year period November 21, 2024 to November 21, 2025, and each successive one-year period thereafter ending on November 21<sup>st</sup>.

Services to be provided include: (1) obtaining all relevant records, (2) compiling a computerized record of all project investments, interest earnings and disbursements, (3) calculating bond yield, (4) computing arbitrage liability, (5) performing “spending exceptions” analysis, (6) preparing arbitrage opinion letter, and (7) assisting with arrangements for paying any arbitrage due.

Our fee to prepare each annual arbitrage calculation for the 2019 Series is \$350.00. University Park Recreation District may terminate this contract at any time at its discretion.

Sincerely yours,



John C. Rogers  
President

Acknowledged and accepted:

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# **University Park Recreation District**

## **Consideration of Sunshade Proposal**



September 19, 2025

**University Park Country Club**

7671 The Park Blvd  
University Park, FL 34201  
502-382-8997

Thank you for allowing us to provide you with a proposal for hurricane protection. We have listed below a line-item quote reflecting the scope of work for your project. The number shown with each line item corresponds to the drawing provided as part of this proposal.

Your project includes the following:

7 PROGRESSIVE MAGNA TRACK MOTORIZED HURRICANE SCREEN(S) at the following location(s):

1. Exceeds the requirements for the State of Florida and Miami-Dade Certification.
2. Screens are Twitchel OmegaTex with Kevlar reinforcement.
3. Designed for CAT5 hurricanes to withstand both wind and missile impactions.
4. Keeps the lanai much cooler and dramatically reduces cooling costs inside your home.
5. NO-SEE-UM protection.
6. Provides 95% UV Protection.
7. Best looking screens on the market.
8. The only screens on the market that can be left exposed to the UV of the Florida sun.
9. Gaposa Motors have a 5-year manufacturer's warranty.
10. Screens have a 15-Year manufacturer's warranty.

1)		Progressive Hurricane Screen, Motorized		White / White & Tan		Other		Unit Size: 176 x 144	\$	8,334.00
2)		Progressive Hurricane Screen, Motorized		White / White & Tan		Other		Unit Size: 175 x 144	\$	8,334.00
3)		Progressive Hurricane Screen, Motorized		White / White & Tan		Other		Unit Size: 185 x 144	\$	8,593.00
4)		Progressive Hurricane Screen, Motorized		White / White & Tan		Other		Unit Size: 186 x 144	\$	8,593.00
5)		Progressive Hurricane Screen, Motorized		White / White & Tan		Other		Unit Size: 186 x 143	\$	8,593.00
6)		Progressive Hurricane Screen, Motorized		White / White & Tan		Other		Unit Size: 184 x 143	\$	8,593.00
7)		Progressive Hurricane Screen, Motorized		White / White & Tan		Other		Unit Size: 265 x 143	\$	10,508.00

Permitting: \$ 500.00

Removal / Refunding 7 Solar Screens \$ 7,000.00



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TOTAL PRICE:	\$ 55,048.00
DISCOUNT:	
TOTAL PROJECT COST:	\$ 49,500.00

**Terms and Conditions:**

Payment: A deposit equal to, or greater than 50% of the contract price is due upon signing the contract. All warranties will be void unless all money due to Sun and Storm Systems, LLC (Seller) is paid in full when installed.

The products listed in this agreement are to be custom made for this purchase and therefore cannot be changed, cancelled, modified, or discharged in whole or in part by the Purchaser except in accordance with the law or with written consent from the Seller.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# **University Park Recreation District**

## **Update on Firm for Election Ballot Counting Services**



# **University Park Recreation District**

## **Discussion of Florida Ethics Commission Response**

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**AMENDED AND RESTATED**

**OPERATING AGREEMENT**

**OF**

**PARK BOULEVARD MANAGEMENT, LLC**

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Prepared by:  
J. Michael Hartenstine  
Williams Parker Harrison Dietz & Getzen  
200 South Orange Avenue  
Sarasota, Florida 34236

## **AMENDED AND RESTATED OPERATING AGREEMENT OF PARK BOULEVARD MANAGEMENT, LLC**

This Amended and Restated Operating Agreement, dated as of December 13, 2019, is made by and between **PARK BOULEVARD MANAGEMENT, LLC** (formerly known as UPCC, LLC), a Florida limited liability company, and **UNIVERSITY PARK COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit, its sole Member and Manager, in consideration of the mutual covenants and obligations set forth herein. The terms of this Agreement supersede any contrary terms in the Act, unless the Act makes such contrary terms non-waivable, in which case the Act will govern such terms. In addition, this Agreement amends, restates, supersedes, and replaces the Operating Agreement of UPCC, LLC, dated August 16, 2018.

### **ARTICLE 1: DEFINITIONS**

Unless the context indicates otherwise or the terms are otherwise defined herein, the following terms have the meanings assigned to them in this Article 1.

**1.1 "ACT"** means the Florida Limited Liability Company Act, Chapter 605, Florida Statutes, as amended.

**1.2 "CODE"** means the Internal Revenue Code of 1986, as amended, and any subsequently enacted United States income tax code.

**1.3 "COMPANY"** means **PARK BOULEVARD MANAGEMENT, LLC** (formerly known as UPCC, LLC), a Florida limited liability company, formed in accordance with the Articles of Organization filed with the State of Florida effective as of August 16, 2018, having document number L18000197208, as amended by Articles of Amendment filed with the State of Florida effective as of October 24, 2019, having document number H19000313041.

**1.4 "COMPANY PROPERTY"** means all the assets of the Company, including money; accounts receivable; investments; bank accounts; shares of stock; interests in partnerships and limited liability companies; other intangible assets; and any other real property, personal property, and property rights belonging to the Company.

**1.5 "PERSON"** means any natural person, partnership, corporation, trust, association, or other legal entity.

### **ARTICLE 2: MANAGEMENT**

**2.1 AUTHORITY AND POWER.** The Company will be manager-managed. Except as expressly set forth in this Agreement or the Act, the Manager has full, exclusive, and complete authority and discretion to manage and control the business of the Company and to make all decisions affecting the business of the Company, including the exclusive right to conclusively approve transactions outside the ordinary course of business. Any Person dealing with the Company may conclusively rely on a certificate signed by the Manager as to its identity and its authority to act on behalf of the Company and without

further inquiry may rely upon the authority of the Manager to perform any act or execute and deliver any instrument for the Company. Except as expressly set forth in this Agreement, the Manager has all the rights and powers which may be possessed by the Manager pursuant to the Act.

**2.2 LIMITATION UPON RIGHTS AND POWERS OF THE MANAGER.** The Manager does not have the authority to do any act expressly prohibited by the Act or by other law.

(a) **Consent of Member Required.** Except as expressly permitted by this Agreement, the Manager does not have the authority to do any of the following acts without the prior consent of the Member:

- (i) any act in contravention to this Agreement;
- (ii) any act that would cause the Company to become taxable as an association for Federal income tax purposes;
- (iii) any act that would subject any Member to personal liability for acts of the Company or the Manager; or
- (iv) possess or assign rights in Company Property for other than a Company purpose.

(b) **Statement of Authority.** The Company may file a statement of authority with any applicable governmental body or non-governmental organization as necessary to enforce limitations upon the power of the Manager or other Persons to act on the Company's behalf.

**2.3 GENERAL DUTIES OF THE MANAGER.** The Manager shall manage and control the affairs of the Company for its benefit and the benefit of the Member. The Manager owes a duty of loyalty and duty of care to the Company and the Member as provided by the Act, except as provided in this Agreement.

**2.4 NUMBER.** The name and address of the Manager is set forth on Exhibit A. Exhibit A will be amended, from time to time, to reflect changes in the Manager. The number of Managers may be increased only by the Member. If at any time there is more than one Manager, then any reference in this Agreement to the "Manager" will refer to the Managers, and an act will be considered approved by the Managers if and only if a majority of the Managers approve the act. At any time the Member is the Company's sole Manager, it may refer to itself and execute documents on the Company's behalf as either "Manager" or "Managing Member."

**2.5 TERM OF OFFICE; RESIGNATION.** The Manager will hold office until resignation, removal from office pursuant to Section 2.6, irrevocable dissolution, or death, whichever first occurs. The Manager may resign at any time upon 30 days' prior written notice to the Member. For the foregoing purposes, an administrative dissolution does not constitute an irrevocable dissolution. The acceptance of a resignation is not necessary to make it effective.

**2.6 REMOVAL; VACANCIES.** The Manager may be removed at any time and for any reason by the Member, upon written notice by the Member to the Manager. Any vacancies (whether arising out of resignation, death, irrevocable dissolution of an entity which is the Manager, or removal) will be filled by the Member. For the foregoing purposes, an

administrative dissolution does not constitute an irrevocable dissolution.

**2.7 OFFICERS.** Those persons from time to time serving as president, vice president, secretary, and treasurer of the Member are designated officers of the Company, each holding *ex officio* the same office in the Company as is held in the Member. An officer will have the same authority and responsibility with respect to the Company as the corresponding officer of a Florida corporation would have with respect to the corporation.

**2.8 EXECUTIVES.** In addition to the officers, the Company will have an executive staff comprised of a General Manager, a Deputy General Manager, and a Director of Finance (each being referred to herein as an "Executive"). The Executives will have full, exclusive, and complete authority and discretion to manage and control, and to make all decisions affecting, matters within the ordinary course of business of the Company, subject only to directives of the Management Committee. The Executives shall render to the Management Committee such oral or written reports of their management of the Company's business in such form and on such occasions as the Management Committee may require.

**2.9 MANAGEMENT COMMITTEE.** The Company will have a Management Committee comprised of three members, each of whom will be appointed by, and serve at the pleasure of, the Manager. The Management Committee will have full, exclusive, and complete authority and discretion to hire, terminate, compensate, supervise, and direct the Executives.

**2.10 BANK ACCOUNTS.** All funds of the Company will be deposited in one or more bank accounts in such banking institutions as the Manager may determine. All withdrawals against such accounts for the payment of payroll expenses, payroll taxes, and other employee-related expenses must be made by check, draft, or other written order signed by two Executives, by two officers of the Company, or by an Executive and an officer of the Company. All other withdrawals against such accounts must be made by check, draft, or other written order signed by an Executive and an officer of the Company or by two officers of the Company.

**2.11 INDEMNIFICATION.** The duty of care owed by the Member, the Manager, the officers, the Executives, and members of the Management Committee in the discharge of their duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, conduct involving bad faith or a knowing violation of law, or such lower standard as may be permitted by a non-waivable term in the Act. In discharging their duties, the Member, the Manager, the officers, the Executives, and members of the Management Committee will be fully protected in relying in good faith upon the records required to be maintained under the Act and upon such information, opinions, reports, or statements by (a) any of the Company's agents or (b) any other Person as to matters they reasonably believe are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to

the Member might properly be paid. The Company shall indemnify the Member, the Manager, the officers, the Executives, and members of the Management Committee for their conduct in such capacities to the maximum extent permitted by law.

### **ARTICLE 3: CONTRIBUTIONS**

**3.1 INITIAL CAPITAL CONTRIBUTION.** The Member shall make the capital contribution described on Exhibit A at the time and on the terms specified on Exhibit A and will become the Company's sole member in exchange for such contribution. If no time for the capital contribution is specified, the capital contribution will be made upon the filing of the Articles of Organization with the Secretary of State. The value of the capital contribution is as set forth on Exhibit A. No interest will accrue on the capital contribution, and the Member does not have the right to withdraw or be repaid any capital contribution except as provided in this Agreement.

**3.2 ADDITIONAL CAPITAL CONTRIBUTIONS.** In addition to the initial capital contribution, the Member may make additional capital contributions. Except to the extent of any unpaid portion of the capital contribution described on Exhibit A, the Member is not obligated to make any additional capital contributions.

### **ARTICLE 4: DISTRIBUTIONS**

The Company may make distributions to the Member as determined by the Manager from time to time in accordance with this Agreement. However, no distribution may be declared and paid if such distribution would violate the limitations on distributions set forth in the Act.

### **ARTICLE 5: TAX MATTERS**

Except as provided in the next sentence, as long as the Company has only one Member, the Company will be taxed as a disregarded entity for Federal income tax purposes. If the Company's sole Member consists of individuals holding their membership interest as tenants by the entirety, joint tenants, tenants in common, or through some other similar form of ownership, the Company will be taxed as a partnership under the Code, but will be treated as a single-member limited liability company for all non-income tax purposes. If the Company is taxed as a partnership under the Code, capital accounts will be maintained and Federal income tax attributes will be allocated in accordance with Code Sections 704(b) and 704(c) and the Regulations thereunder. To the extent possible, the state income tax classification of the Company will mirror its Federal income tax classification.

### **ARTICLE 6: COMPETITION**

The Member and the Manager are entitled to enter into transactions that may be considered to be competitive with, or exploit a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member and the Manager may enter into transactions that are similar to the transactions into which the Company

may enter.

## **ARTICLE 7: TRANSFER OF MEMBERSHIP INTEREST**

The Member's membership interest is transferable in whole or in part without the consent of any other Person. An assignee of such membership interest will be admitted as a Member only if the transferring Member, in the Member's sole discretion, consents to such admission. If the Member does not consent to the admission of an assignee as a Member, the Member will retain all the management rights granted to the Member hereunder. If the Member's membership interest is involuntarily transferred pursuant to a divorce proceeding or some other event, the transferee will only be entitled to the rights of an assignee, and the Member will retain all the management rights granted to the Member hereunder. The rights of a creditor of the Member who acquires an interest in the Member's membership interest, whether by reason of a pledge of such interest or otherwise, will be limited to the rights described in Section 605.0503, Florida Statutes, as applicable to single-member limited liability companies, and such creditor will have no other rights whatsoever. Notwithstanding anything to the contrary herein, if a membership interest in the Company is held by a Member as tenants by the entireties, a transfer of such interest to the surviving tenant upon the death of the other tenant will be permitted, and the surviving tenant will automatically be admitted as a Member with respect to the entire interest formerly held as tenants by the entireties.

## **ARTICLE 8: DISSOLUTION**

**8.1 PERPETUAL TERM.** The Company's existence will be perpetual unless the Member determines to dissolve it. Only the Member may determine if and when the Company will be dissolved. Such right is exclusively reserved to the Member even if the Member's creditor or another Person has acquired part or all of the Member's membership interest without being admitted as a substitute Member.

**8.2 LIQUIDATION.** Upon the dissolution of the Company, the Company's business will be wound up, its assets liquidated, and the net proceeds of such liquidation distributed to the Member. The Member shall proceed without any unnecessary delay to sell and otherwise liquidate the Company Property. However, if the Member determines an immediate sale of part or all of the Company Property would cause undue loss, in order to avoid such loss, the Member may defer the liquidation, except to the extent provided by the Act. Upon the completion of the liquidation and distribution of the Company Property, the Member shall execute, acknowledge, and cause to be filed all certificates and notices required by law to reflect the dissolution of the Company.

**8.3 CONTINUING GOVERNANCE.** In the event of a dissolution of the Company, the business affairs of the Company will continue to be governed by the terms of this Agreement during the winding up of the Company's business and affairs.

## **ARTICLE 9: AMENDMENTS**

The Articles of Organization and this Agreement may be amended or restated, or a

new Operating Agreement may be adopted, by mutual agreement of the Member and the Company.

## **ARTICLE 10: MISCELLANEOUS**

**10.1 NOTICES.** Notices or other communications will be deemed to have been given only when personally delivered by the Person giving notice to the Person receiving notice.

**10.2 APPLICABLE LAW.** This Agreement will be governed by, and construed in accordance with, the law of the State of Florida (without regard to conflict of laws or similar concepts).

**10.3 CONSTRUCTION.** Words of gender used in this Agreement will be interpreted to include the other genders, and words in the singular number will be interpreted to include the plural and vice-versa, when the context so requires. The captions to each Article are inserted only as a matter of convenience and for reference purposes and in no way define, limit, or describe the scope or intent of this Agreement.

**10.4 INTEGRATION.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them concerning the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not described herein.

**10.5 INVALIDITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdictions in which the Company does business. If any provisions of this Agreement or its application to any Person or circumstance is, for any reason or to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to other Persons or circumstances will not be affected thereby, but rather will be enforced to the greatest extent permitted by law.

**10.6 SUCCESSORS BOUND.** This Agreement will be binding upon, and inure to the benefit of, the Member and the Member's legal representatives, heirs, and permitted successors and assigns.

**10.7 EXECUTION.** The parties may evidence their execution of this Agreement by facsimile or electronic transmission of a copy of this Agreement bearing the respective party's signature, and such facsimile or electronic copy will be binding for all purposes as fully as a copy bearing the original signature of such party.

In witness whereof, the Company, the Member, and the Manager have signed this Agreement effective as of the date first appearing above.

THE COMPANY

**PARK BOULEVARD MANAGEMENT, LLC**

By: University Park Community  
Association, Inc., a Florida corporation  
As its Manager

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

John Whyte  
As its President

THE MEMBER

**UNIVERSITY PARK COMMUNITY  
ASSOCIATION, INC.**

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

John Whyte  
As its President

THE MANAGER

**UNIVERSITY PARK COMMUNITY  
ASSOCIATION, INC.**

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

John Whyte  
As its President

**EXHIBIT A**  
**TO THE AMENDED AND RESTATED OPERATING AGREEMENT OF**  
**PARK BOULEVARD MANAGEMENT, LLC**

<b>Name and Address of Member</b>	<b>Initial Capital Contribution</b>	<b>Agreed Value of Initial Capital Contribution or Commitment</b>
<b>University Park Community Association, Inc. 8301 The Park Boulevard University Park, FL 34201</b>	<b>N/A</b>	<b>N/A</b>

**Name and Address of  
Manager**

**University Park  
Community Association, Inc.  
8301 The Park Boulevard  
University Park, FL 34201**

MEMORANDUM

TO: Board of Supervisors

FROM: Mark P. Barnebey, Esquire, District Counsel

CC: Vivian Carvahlo, District Manager  
Kwame Jackson, Assistant District Manager  
John Fetsick, General Manager  
Marisa J. Powers, Esquire

DATE: December 5, 2025

RE: Questions Related to Conflicts of Interest

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We received the following inquiries:

1. Whether a Supervisor's service on the board of directors or management body of one of the District's major vendors constitutes a prohibited employment or contractual relationship under Florida Statute 112.313(3) or 112.313(7)?

This question is not directed to a specific scenario. The general answer is there is a potential of such a relationship being a prohibited employment or contractual relationship under Sections 112.313(3) or 112.313(7), Florida Statutes, if a Supervisor serves in a role on the board of directors or management body of a District vendor but the analysis of these questions are very fact specific. Whenever there is a potential for a violation of the Florida ethics laws, I encourage elected officials to reach out to the Office of the Florida Ethics Commission for guidance. Recently, this question was the subject of an inquiry by the Chair to the staff of the Commission on Ethics related to the Chair serving as a volunteer on the management committee of Park Boulevard Management, Inc. (PBM), which is a corporation formed by the University Park Community Association, Inc. (UPCAI). It was

BRADENTON  
802 11th Street West  
Bradenton, FL 34205

SARASOTA  
2 North Tamiami Trail  
Suite 400  
Sarasota, FL 34236

941.748.0100 phone  
941.745.2093 fax  
[BlalockWalters.com](http://BlalockWalters.com)

addressed in a May 5, 2025 letter from attorney Stephanie Novenario of the Florida Ethics Commission. Without rehashing the lengthy analysis by Attorney Novenario, the summary of the analysis is provided at the end of the letter and states as follows:

In summation, your simultaneous service as a Board Supervisor for the UPRD and as a volunteer member of PBM's Management Committee does not appear to present a prohibited conflict of interest pursuant to either prohibition found within Section 112.313(7)(a), Florida Statutes. Based on your assertion that your service as a member of PBM's three-person Management Committee does not functionally amount to service as a director of PBM, it does not appear that your membership on the Management Committee violates either prohibition found within Section 112.313(3), Florida Statutes. However, if your duties on the Management Committee do amount to the functional equivalent of a director position, your service on the Management Committee would likely violate both prohibitions found in Section 112.313(3). (Emphasis added)

The summary by Attorney Novenario indicates that based on the information provided by the Chair, there is not a conflict under Section 112.313(7) or 112.313, Florida Statutes.

2. Whether such a relationship requires the Supervisor to disclose a conflict and abstain from voting under Florida Statute 112.313(3) when matters involving that vendor come before the Board, including contract renewals or extensions?

Again, this is general question and not directed to a specific facts. Thus, it is possible that such a relation would require a Supervisor to disclose a conflict and abstain from voting under Florida law, but again the analysis related to such a question would be very fact specific. Whenever there is a potential for a violation of the Florida ethics laws, I encourage elected officials to reach out to the Office of the Florida Ethics Commission for guidance.

Discussion of issues related to Section 112.313(3) were addressed in the response to question 1. However, voting conflicts are generally covered by Section 112.3143, Florida Statutes. Section 112.3143, Florida Statutes, states in part as follows:

(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

Two definitions in subsection 1 are relevant to this discussion:

(a) "Principal by whom retained" means an individual or entity, other than an agency as defined in s. 112.312(2), that for compensation, salary, pay, consideration, or similar thing of value, has permitted or directed another to act for the individual or entity, and includes, but is not limited to, one's client, employer, or the parent, subsidiary, or sibling organization of one's client or employer.

And

(d) "Special private gain or loss" means an economic benefit or harm that would inure to the officer, his or her relative, business associate, or principal, unless the measure affects a class that includes the officer, his or her relative, business associate, or principal, in which case, at least the following factors must be considered when determining whether a special private gain or loss exists:

1. The size of the class affected by the vote.
2. The nature of the interests involved.

3. The degree to which the interests of all members of the class are affected by the vote.
4. The degree to which the officer, his or her relative, business associate, or principal receives a greater benefit or harm when compared to other members of the class.

The degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the public officer, his or her relative, business associate, or principal and, if so, the nature or degree of the economic benefit or harm must also be considered.

This analysis is fact specific. Thus, for example, a key question would be whether the measure being voted on would inure to his or her special private gain or loss or which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained.

3. Whether a Supervisor in this circumstance was required to abstain from the vote on extension of the vendor's contract and whether Form 8B should have been filed?

As noted above, the analysis is fact specifics and I do not know specifics to which you are referring. However, it would be inappropriate for me to comment on actions already taken by a Supervisor.

4. Whether I have a specific position regarding the May 5, 2025 letter from attorney Stephanie Novenario representing the Florida Commission on Ethics, as it pertains to action or non-action to be taken by the UPRD board?

The May 5 letter from Commission on Ethics attorney Stephanie Novenario is discussed in detail above. In regard to the May 5, 2025 letter, I can assure you that the Ethics Commission staff and attorneys take inquiries such as the one initiated by the Chair on this issue very seriously and carefully analyze the information provided. It should be noted that each of these cases are very fact specific and the facts related to the relationship with PBM, UPCAI, and the District are likely very unique in the state of Florida. The opinion by Attorney Novenario is the best information available to the Chair and the District at this point. However, regardless

of the opinion rendered, the Board of Supervisors could examine alternatives if the Board believes that alternative better serves the District. For example, the Board could examine the possibility of appointing an individual, who is not a Supervisor, to serve as the District representative on the PBM Management Committee. Depending on what alternative is being considered, it is likely that such a change would require some discussion with UPCAI.



# **University Park Recreation District**

**Ratification of Payment Authorization  
No. 149 – 151**

# University Park Recreation District

10/9/2025

Payment Authorization No. 149

## O&M - General Fund Expenses

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
McClatchy Media	59598	Notice of Public Meeting - September 2025	\$ 980.45
Risk Strategies	10453337	Public Official Liability 25-26	\$ 17,034.15
Florida Department of Economic Opportunity	93455	FY 2026 Annual State Fee	\$ 175.00
Vglobal Tech	7729	Quarterly ADA & WCAG Audits	\$ 300.00

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O&M - General Fund Expenses Total \$ 18,489.60

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Asst. Secretary/Secretary

Asst. Treasurer

*JL* 10/10/25

Paid Online 8/10/25

FloridaCommerce, Special District Accountability Program 10-7040

Fiscal Year 2025 - 2026 Special District State Fee Invoice and Profile Update

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Data Involved: 10/01/2025	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Invoice No: 93455
Annual Fee: \$175.00				Total Due, Postmarked by 12/02/2025: \$175.00

STEP 1: Review the following profile and make any needed changes.

1. Special District's Name, Registered Agent's Name and Registered Office Address:

University Park Recreation District  
Ms. Vivian Carvalho  
PFM Group Consulting, LLC  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817



2. Telephone: 407-723-5900 Ext:  
3. Fax: 407-723-5901  
4. Email: carvalhov@pfm.com  
5. Status: Independent  
6. Governing Body: Elected  
7. Website Address: UniversityParkRD.com  
8. County(ies): Manatee  
9. Special Purpose(s): Recreational Facilities / Programs  
10. Boundary Map on File: 09/17/2019  
11. Creation Document on File: 09/17/2019  
12. Date Established: 08/03/2018  
13. Creation Method: Local Ordinance  
14. Local Governing Authority: Manatee County  
15. Creation Document(s): County Ordinance 18-29  
16. Statutory Authority: Section 418.20, Florida Statutes  
17. Authority to Issue Bonds: Yes  
18. Revenue Source(s): Non-Ad Valorem

STEP 2: Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature:  Date 10/7/25

STEP 3: Pay the annual state fee or certify eligibility for zero annual fee.

a. Pay the Annual Fee: Pay the annual fee by following the instructions at [www.FloridaJobs.org/SpecialDistrictFee](http://www.FloridaJobs.org/SpecialDistrictFee).  
b. Or, Certify Eligibility for the Zero Fee: By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, BOTH of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

1.  This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,

2.  This special district is in compliance with its Fiscal Year 2023 - 2024 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2023 - 2024 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved:  Denied:  Reason: \_\_\_\_\_

STEP 4: Make a copy of this document for your records.

STEP 5: Email this document to [SpecialDistricts@Commerce.fl.gov](mailto:SpecialDistricts@Commerce.fl.gov) or mail it to FloridaCommerce, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to 850.717.8430.

# FLORIDACOMMERCE

## Transaction Confirmation and Receipt

Print this page for your records.

Special District:	University Park Recreation District
Transaction No:	234082340
Payment Date:	10/08/2025
Invoice Number:	93455
Amount Paid:	175.00
Full Name:	Paul Fay
Address:	7671 The Park Boulevard University Park, Florida 34201
Phone Number:	570-903-7091
Email Address:	pfay@universitypark-fl.com

### Prepare and Provide Your Annual Update

To ensure that the Official List of Special Districts remains up-to-date, complete the annual update process as follows, even if no changes are necessary.

#### Steps:

1. Review the information on the Special District State Fee Invoice and Profile Update document.
2. Mark any changes directly on the document.
3. Write "Paid online" and the date paid directly on the document.
4. Sign and Date the document
5. Email the document to [SpecialDistricts@Commerce.fl.gov](mailto:SpecialDistricts@Commerce.fl.gov) or mail it to:

**Florida Department of Economic Opportunity**  
**Bureau of Budget Management**  
**107 East Madison Street, MSC 120**  
**Tallahassee, Florida 32399-4124**

## MEMORANDUM

**To:** All Special District Registered Agents  
**From:** Jack Gaskins Jr., Special District Accountability Program  
**Date:** October 1, 2025  
**Subject:** Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code - Fiscal Year 2025 – 2026 Special District State Fee Invoice and Profile Update  
**Due by 11:59 p.m. on December 2, 2025**

This memorandum contains the guidance for complying with the annual state fee and update requirements using the enclosed *Fiscal Year 2025 – 2026 Special District State Fee Invoice and Profile Update* (invoice).

### The Annual State Fee

Chapter 189, Florida Statutes, the Uniform Special District Accountability Act (Act), assigns duties to the Special District Accountability Program administered by FloridaCommerce and requires FloridaCommerce to annually collect a state fee from each special district to cover the costs of administering the Act. For additional information, visit [www.FloridaJobs.org/SpecialDistricts](http://www.FloridaJobs.org/SpecialDistricts).

The Fiscal Year 2025 – 2026 state fee is now due and remains \$175, unless the special district certifies that it is eligible for a zero annual fee by executing "Step 3.b." on the invoice. FloridaCommerce requests payment by Visa, MasterCard or electronic check at [www.FloridaJobs.org/SpecialDistrictFee](http://www.FloridaJobs.org/SpecialDistrictFee). This website is the only acceptable portal for paying the state fee, and is fast, free and convenient. From this website, you may also download a duplicate invoice and FloridaCommerce's W-9 Form. Payment must be completed by 11:59 p.m. on December 2, 2025. Otherwise, a \$25 late fee will automatically be assessed on December 3, 2025. **Late fees are authorized by law and will not be waived by FloridaCommerce.**

### Update Requirements

The Act, along with Rule Chapter 73C-24, Florida Administrative Code, requires each special district to maintain and update specific information with FloridaCommerce and requires FloridaCommerce to make that information available through the *Official List of Special Districts* ([www.FloridaJobs.org/OfficialList](http://www.FloridaJobs.org/OfficialList)). The Florida Legislature, state agencies, and local government officials use that information to monitor special districts, coordinate activities, collect and compile financial and other information, and make informed policy decisions. To help ensure completeness and accuracy, each special district's registered agent must annually review the profile printed on the invoice, identify any needed corrections or updates by marking directly on the invoice, provide any missing information, sign and date the invoice and return the invoice to FloridaCommerce at [SpecialDistricts@Commerce.fl.gov](mailto:SpecialDistricts@Commerce.fl.gov).

### The Florida Special District Handbook

The *Florida Special District Handbook* ([www.FloridaJobs.org/SpecialDistrictHandbook](http://www.FloridaJobs.org/SpecialDistrictHandbook)) covers the accountability and general operating requirements specified in the Act. FloridaCommerce encourages all special district staff and governing body members to regularly review the handbook.

### Thank You

Thank you in advance for complying with the state fee and profile update requirements. Detailed instructions follow on the opposite side of this memorandum.

**(TURN OVER FOR INSTRUCTIONS)**

**Instructions: Complete the following five steps by 11:59 p.m. on December 2, 2025:**

**STEP 1: Review the special district's profile on the invoice:**

- Directly on the invoice, identify any needed changes by striking through the outdated or incorrect information and hand-writing the new or correct information.
- Complete any missing or unknown information.
- Provide any noted missing documents, such as the boundary map, creation document or amendments not referenced on the profile.

**STEP 2: Certify accuracy and completeness by signing and dating where indicated.**

**STEP 3: Pay the state fee, or certify eligibility for the zero annual fee:**

- STEP 3.a.: If paying the state fee:**
  - Pay with a Visa, MasterCard or electronic check by visiting the official state fee website listed below and following the instructions.
  - Write "Paid Online" on the invoice.
  - In the event of a hardship preventing online payment, visit the official state fee website listed below and see, "Instructions for Paying by Check".
- STEP 3.b.: If certifying eligibility for the zero annual fee pursuant to Rule 73C-24.003(3)(e), Florida Administrative Code:**
  - Initial both statements.
  - For those special districts not required to file an Annual Financial Report covering Fiscal Year 2023 – 2024 (e.g., newly created special districts or housing authorities), provide an income statement verifying \$3,000 or less in revenues for the current fiscal year.

**STEP 4: Make a copy of the completed invoice for your records.**

**STEP 5: Email the completed invoice and any other requested documents to  
SpecialDistricts@Commerce.fl.gov.**

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**Official State Fee Website (process payment and download a duplicate invoice, previous memorandums and instructions, and FloridaCommerce's W-9 Form)**

[www.FloridaJobs.org/SpecialDistrictFee](http://www.FloridaJobs.org/SpecialDistrictFee)

**Special District Accountability Program Contact**

Jack Gaskins Jr.  
850-717-8430  
[SpecialDistricts@Commerce.fl.gov](mailto:SpecialDistricts@Commerce.fl.gov)



# McClatchy Media

The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily 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 Wichita Eagle  
The Olympian

Document No.  
Document Date  
Due Date  
Account No.

59598  
10/1/2025  
Due upon Receipt  
47872

## INVOICE AND STATEMENT OF ACCOUNT

### Bill-to

UNIVERSITY PARK RECREATION DISTRICT  
ATTN: ACCOUNTS PAYABLE  
7671 THE PARK BOULEVARD  
UNIVERSITY PARK  
BRADENTON, FL 34201

Please remit payment to

McClatchy Company LLC  
PO Box 510150  
Livonia, MI 48151

[Click Here to Pay Online](#)

Questions? [advertisingaccountsreceivables@mcclatchy.com](mailto:advertisingaccountsreceivables@mcclatchy.com)  
or visit us at [mcclatchy.com/mars](http://mcclatchy.com/mars)

### Aging summary

0 - 30	31 - 60	61 - 90	91 - 120	121+	Cash on Account	Total Due
980.45	0.00	0.00	0.00	0.00	0.00	\$ 980.45

Invoices can be paid via the provided portal. The user name will be your email, and the password for your initial login is your account number. You will be prompted to create a custom password. For more details, visit <https://mcc.navigahub.com/portal/client/mcc/> Recent payments may not appear in the balance shown.

Balance Forward Amount: \$ 0.00

Invoice Date	Invoice No.	PO No.	Description	Amount	Balance
9/30/2025	IN60128	BOS Meeting	Campaign: 41543 - IPL0266898	108.32	108.32
Bradenton Herald	09/03/2025-09/03/2025	IPL0266898	1	101.23	
Service Fee	09/03/2025-09/03/2025	IPL0266898	1	7.09	
9/30/2025	IN60129	UPRD - Finance Committee 25-26 meeting schedule	Campaign: 45049 - IPL0269951	153.63	153.63
Bradenton Herald	09/10/2025-09/10/2025	IPL0269951	1	143.58	
Service Fee	09/10/2025-09/10/2025	IPL0269951	1	10.05	
9/30/2025	IN60130	Notice of Special Meeting UPD	Campaign: 45106 - IPL0269993	135.50	135.50
Bradenton Herald	09/09/2025-09/09/2025	IPL0269993	1	126.64	
Edition	09/09/2025-09/09/2025	IPL0269993	1	8.86	
9/30/2025	IN60131		Campaign: 48168 - IPL0272894	126.44	126.44

Invoice Date	Invoice No.	PO No.	Description	Amount	Balance
Bradenton Herald	09/17/2025-09/17/2025	IPL0272894		118.17	
Service Fee	09/17/2025-09/17/2025	IPL0272894		8.27	
9/30/2025	IN60132	WORSHOP MEETING 9/30/2025	Campaign: 48253 - IPL0272933	96.66	96.66
Bradenton Herald	09/17/2025-09/17/2025	IPL0272933		90.34	
Service Fee	09/17/2025-09/17/2025	IPL0272933		6.32	
9/30/2025	IN60133	Special and Shade Meetings 10/6/25	Campaign: 50312 - IPL0274827	135.50	135.50
Bradenton Herald	09/28/2025-09/28/2025	IPL0274827		126.64	
Service Fee	09/28/2025-09/28/2025	IPL0274827		8.88	
9/30/2025	IN60134		Campaign: 50363 - IPL0274845	114.79	114.79
Bradenton Herald	09/21/2025-09/21/2025	IPL0274845		107.28	
Service Fee	09/21/2025-09/21/2025	IPL0274845		7.51	
9/30/2025	IN60135	Manatee County - Fin Committee Meeting 10/06/25	Campaign: 51795 - IPL0276053	109.61	109.61
Bradenton Herald	09/28/2025-09/28/2025	IPL0276053		102.44	
Service Fee	09/28/2025-09/28/2025	IPL0276053		7.17	

document no.	account no.	document date
59598	47872	10/1/2025

**PAYMENT REMITTANCE**

<b>SEND PAYMENT TO</b>	<b>PAYMENT AMOUNT ENCLOSED</b>
<b>McClatchy Company LLC</b> PO Box 510150 Livonia, MI 48151	
<b>REMEMBER: DETACH AND RETURN THIS PORTION</b> <b>WITH REMITTANCE FOR PROPER CREDIT</b>	

**Please Return This Portion With Your Payment (Thank You)**

McClatchy Company LLC PO Box 510150 Livonia, MI 48151	Document No: 59598
	Account No: 47872
	Account Name: UNIVERSITY PARK RECREATION DISTRICT
<b>ADVERTISING INVOICE</b>	Amount Due: \$ 980.45
UNIVERSITY PARK RECREATION DISTRICT ATTN: ACCOUNTS PAYABLE 7671 THE PARK BOULEVARD UNIVERSITY PARK BRADENTON, FL 34201	Pay online or contact the AR Team at <a href="http://mcclatchy.com/mars">mcclatchy.com/mars</a>
	McClatchy Company LLC PO Box 510150 Livonia, MI 48151

47872 0000 59598 98045

PAID ONLINE



University Park Recreation District  
7671 The Park Boulevard  
University Park, FL 34201

# INVOICE

Customer	University Park Recreation District
Acct #	454190
Date	09/30/2025
Customer Service	Jill Levy Lori Chan
Page	1 of 1

Payment Information	
Invoice Summary	\$ 17,034.15
Payment Amount	
Payment for:	Invoice#10453337 L095632803

Thank You

Please detach and return with payment



Customer: University Park Recreation District

Invoice	Effective	Transaction	Description	Amount
10453337	10/01/2025	Renew policy	Policy #L095632803 10/01/2025-10/01/2026 Indian Harbor Insurance  Executive Risk - Renew policy Surplus Lines Tax & fee - Renew policy MGA Policy Fee - Renew policy Broker fee - Renew policy  Pay online at <a href="https://risk-strategies.epaypolicy.com/">https://risk-strategies.epaypolicy.com/</a> Payment is due upon receipt	15,728.00 811.15 245.00 250.00

APPROVED: JOHN FETSICK

*John Fetsick*  
10/3/25

03-10-1045

To send by wire transfer or ACH to: JP Morgan ChaseABA: #021000021 Insured Payment: RSC Insurance Brokerage, Inc. Premium Trust Acct# 80000453408  
Confirm invoice is paid via email [remittance@risk-strategies.com](mailto:remittance@risk-strategies.com)

Total

\$ 17,034.15

Thank You

Remit Checks to: Risk Strategies Company PO Box 736073 Chicago, IL 60673  
Remit overnight payments to: Attn: AMS - AB Receipt Lockbox & 736073 131 S. Dearborn, 6th Floor Chicago, IL 60603  
Please include the invoice number on your check. All payments must be made in US Dollars via a check drawn on a US institution or wire.

Please make sure to include the Invoice number on your check.

Risk Strategies Company PO Box 736073 Chicago, IL 60673	(617)330-5700	Date
		09/30/2025

Paul Fay

---

**From:** ePayPolicy <support@epay3.com>  
**Sent:** Friday, October 3, 2025 3:26 PM  
**To:** Paul Fay  
**Subject:** Receipt 26892761 from Risk Strategies

If you cannot read this email, please [click here](#).

---



University Park Recreation  
District

pfay@universitypark-fl.com

Receipt  
#26892761

Payment on 10/3/2025

---

Account Name

University Park Recreation District

Do you have an account number?

Yes

Account Number

454190

Zip Code

34201

## Invoices

10453337 \$17,034.15

Due Date: 09-24-25

---

**Total** **\$17,034.15**

### PAYER PAYMENT METHOD

ACH XXXXXX2184

To reverse this payment, please contact Risk Strategies using the information below. Sending an email or leaving a voicemail does not guarantee reversal of the payment.

---

### NOTES

*Payments made via this system may take up to ten (10) days to process. Payments processed after a relevant due date may be subject to a late fee and / or cancellation. Payments made by this system are not processed to cover premium (or other amounts) same day. If you have any questions on this payment, please contact client service team. In the event you have received a notice of cancellation, please call your insurance representative immediately to ensure payment is timely received.*

---

### Risk Strategies

160 Federal Street 4th Floor Boston, MA 02110 United States

617-330-5700

[epay@risk-strategies.com](mailto:epay@risk-strategies.com)



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 #** 7729**DATE** 09/30/2025**DUE DATE** 09/30/2025**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Audits:Quarterly ADA &amp; WCAG</b> <b>Audits</b> Quarterly ADA & WCAG Audits for all new content and document conversions for the website.	1	300.00	300.00
Invoice for Quarter 3 ADA Audit.			BALANCE DUE	<b>\$300.00</b>

Please make check payable to VGlobalTech.

# University Park Recreation District

10/16/2025

Payment Authorization No. 150

## O&M - General Fund Expenses

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Blalock Walters	40896-000-85	\$21 Million Bond Validation	\$ 3,348.00
Blalock Walters	40896-033-21	General Representation	\$ 8,879.00
PFM	DM-10-2025-61	District Management Fee: October 2025	\$ 5,833.33
Vglobal Tech	7771	ADA Website Maintenance - October 2025	\$ 400.00

---

O&M - General Fund Expenses Total \$ 18,460.33

---

Asst. Secretary/Secretary

Asst. Treasurer

 10/17/25



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  
September 30, 2025  
Account # 40896-033  
Invoice # 40896-033-21

ATTN: ACCOUNTSPAYABLE@UNIVERSITYPARK-FL.COM

\$21 MILLION BOND VALIDATION

FEM

*For Professional Services Rendered Thru 09/30/2025*

			HOURS
09/03/2025	MPB	Telephone conference with Steve Heitzner; Telephone conference with John Fetsick; Prepare memo to Vivian Carvalho and John Fetsick; Review and respond to Jennifer Everingham memo; Review and respond to Vivian Carvalho memo.	1.20 342.00
	FEM	Address settlement and shade issues.	0.80 228.00
09/08/2025	MPB	Conference with Fred Moore; Review and respond to the Chair.	0.40 114.00
	FEM	Review issues regarding confidentiality.	0.50 142.50
09/16/2025	MPB	Prepare for attorney-client meeting.	0.60 171.00
09/17/2025	MPB	Review statute for attorney/client meeting; Prepare memo to Vivian Carvalho requesting copy of the agenda; Attend attorney/client meeting.	3.20 912.00
	FEM	Review file, court docket, and settlement notes in preparation of shade meeting.	1.80 513.00
	FEM	Attend shade meeting; update file at conclusion of meeting with action steps.	2.40 684.00
09/19/2025	FEM	Telephone conference with Scott H. regarding terms.	0.50 142.50
09/22/2025	MPB	Review notice for the shade meeting.	0.20 57.00
	JA	Revise Shade meeting notice.	0.40 42.00
		TOTAL FOR THE ABOVE SERVICES	<hr/> 12.00 3,348.00
		TOTAL CURRENT WORK	3,348.00
		PREVIOUS BALANCE	\$1,510.50

PAYMENTS RECEIVED

09/29/2025	Payment received on account. Thank you!	-1,510.50
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UNIVERSITY PARK RECREATION DISTRICT  
\$21 MILLION BOND VALIDATION  
FEM

Page: 2  
September 30, 2025  
Account # 40896-033  
Invoice # 40896-033-21

AMOUNT DUE (includes Previous Balance if shown above)

\$3,348.00

If you prefer to receive paperless invoices by email, please complete the information below or email [billing@blalockwalters.com](mailto:billing@blalockwalters.com).

                 Yes, I would prefer paperless billing by email.

Email Address for paperless billing purposes:

---

Please Provide Invoice Number With Payment to:  
Blalock Walters P A 802 11th Street West Bradenton, FL 34205  
Federal Tax ID # 59-1950976



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

Page: 1  
September 30, 2025  
Account # 40896-000  
Invoice# 40896-000-85

ATTN: ACCOUNTSPAYABLE@UNIVERSITYPARK-FL.COM

GENERAL REPRESENTATION

MPB

*For Professional Services Rendered Thru 09/30/2025*

			HOURS	
09/02/2025	REG	Assessments research	2.30	517.50
	MPB	Review statutory requirements related to the budget; Telephone conference with Chair; Prepare for and attend the Special Board Meeting and Workshop; Conference with Client.	5.10	1,326.00
09/04/2025	MPB	Telephone conference with John Fetsick.	0.40	104.00
09/08/2025	MPB	Review and respond to Chair memo; Prepare memo to the Chair.	0.50	130.00
09/10/2025	MPB	Telephone conference with the Chair; Telephone conference with Chair regarding the agenda; Prepare for upcoming meeting.	1.30	338.00
09/12/2025	MPB	Prepare and attend Board meeting.	3.30	858.00
09/16/2025	MPB	Review and respond to John Fetsick memo regarding sunshine law matters.	0.40	104.00
09/17/2025	MPB	Review and respond to Vivian Carvalho on Dean Matt public records request; Prepare memo to Vivian Carvalho; Telephone conference with Vivian Carvalho; Telephone conference with Vivian Carvalho on Dean Matt public records request.	0.70	182.00
09/22/2025	MJP	Review communication from Paul Fay regarding insurance; discuss with Attorney Barnebey.	0.20	52.00
	MJP	Review and respond to email from John Fetsick regarding Hoyt proposal; send suggested revisions.	0.70	182.00
	MPB	Telephone conference with Steve Heitzner; Prepare memo to Paul Fay; Review and respond to Paul Fay memo; Telephone conference with Steve Heitzner.	1.30	338.00
09/23/2025	MJP	Review communication from Mike Beaumier regarding Hoyt amendment.	0.20	52.00

UNIVERSITY PARK RECREATION DISTRICT  
GENERAL REPRESENTATION  
MPB

Page: 2  
September 30, 2025  
Account # 40896-000  
Invoice# 40896-000-85

			HOURS	
	MJP	Review communication from John Fettsick regarding Hoyt addendum.	0.20	52.00
	MJP	Prepare communication to John Fettsick regarding Hoyt addendum.	0.20	52.00
	MPB	Review and respond to John Fettsick correspondence on Dean Matt public records request; Review and respond to John Fettsick on cleaning company contractor; Review Rule 2025-01; Review and respond to John Fettsick on General Membership Cap; Attend Finance Committee meeting related to Sunshine Public Records.	1.90	494.00
09/24/2025	MPB	Review and respond to Paul Fay memo on collection issues; Review and respond to Paul Fay on information needed.	0.70	182.00
09/25/2025	REG	Committee quorum research	1.20	270.00
	REG	Review emails regarding quorum and advertising	0.40	90.00
	MPB	Telephone conference with Vivian Carvalho on notice requirements for committees; Review case law and AGDS related to attendance requirements for committees; Review and respond to Kwame Jackson memo on committee attendance.	0.70	182.00
09/26/2025	REG	Work on open carry issue	1.50	337.50
	MJP	Review of communications from Attorney Barnebey regarding open carry law and the golf course and Club.	0.40	104.00
09/29/2025	MJP	Review and respond to email from John Fettsick regarding Cleaning Pros contract.	0.40	104.00
	MJP	Review communication from Attorney Barnebey regarding amendment; prepare amendment; prepare communication to Kwame Jackson.	1.00	260.00
	MJP	Review updated communication from John Fettsick regarding Cleaning Pros agreement.	0.20	52.00
	REG	Research committee notice requirements	1.00	225.00
	MPB	Telephone conference with Kwame Jackson regarding Notice requirements; Work on open carry research; Review 5 emails from Dean Matt.	0.60	156.00
09/30/2025	MJP	Review communication from Kwame J. regarding VGlobal amendment; revise amendment; search file for original agreement.	0.80	208.00
	REG	Work on meeting notice requirements research; research gun regulations and draft memorandum to client regarding same	6.60	1,485.00
	MPB	Review statutes Attorney General Opinions regarding notice; Prepare memo to Kwame Jackson and Vivian Carvalho; Telephone conference with Vivian Carvalho; Review open carry issues.	1.70	442.00
	TOTAL FOR THE ABOVE SERVICES		35.90	8,879.00
	TOTAL CURRENT WORK			8,879.00
	PREVIOUS BALANCE			\$5,570.00

PAYMENTS RECEIVED

09/29/2025 Payment received on account. Thank you! -5,570.00

UNIVERSITY PARK RECREATION DISTRICT  
GENERAL REPRESENTATION  
MPB

Page: 3  
September 30, 2025  
Account # 40896-000  
Invoice # 40896-000-85

AMOUNT DUE (includes Previous Balance if shown above)

\$8,879.00

If you prefer to receive paperless invoices by email, please complete the  
information below or email [billing@blalockwalters.com](mailto:billing@blalockwalters.com).

       Yes, I would prefer paperless billing by email.

Email Address for paperless billing purposes:

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Please Provide Invoice Number With Payment to:  
Blalock Walters P A 802 11th Street West Bradenton, FL 34205  
Federal Tax ID # 59-1950976



Date	Invoice Number
October 1, 2025	DM-10-2025-61
Payment Terms	Due Date
Upon Receipt	October 1, 2025

**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

**Company Address:**

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

**Remittance Options:**

Via Mail:

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

**RE:** District Management Fee: October 2025

Professional Fees	\$5,833.33
<b>Total Amount Due</b>	<b>\$5,833.33</b>

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 #** 7771

**DATE** 10/01/2025

**DUE DATE** 10/16/2025

**TERMS** Net 15

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Web Maintenance:ADA Website Maintenance</b> Ongoing website maintenance for ADA and WCAG Compliance	1	225.00	225.00
	<b>Email:Email Hosting &amp; Maintenance</b> 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
	<b>Email:Email Hosting, Inbox Management &amp; Maintenance</b> 10 additional Email setup, inbox setup and maintenance. Spam filters, virus checks, archival of emails. Support for clients	10	10.00	100.00

Please make check payable to VGlobalTech.

BALANCE DUE

**\$400.00**

Pay invoice

# University Park Recreation District

11/12/2025

Payment Authorization No. 151

## O&M - General Fund Expenses

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
McClatchy Media	69011	Notice of Public Meetings - October 2025	\$ 1,016.71
PFM	DM-11-2025-68	District Management Fee: November 2025	\$ 5,833.33
PFM	OE-EXP-11-2025-58	Postage for October 2025	\$ 0.74
Phillips Feldman Group	153022	Lease Crunch Software	\$ 375.00
VGlobalTech	7861	ADA Website Maintenance - October 2025	\$ 400.00

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O&M - General Fund Expenses Total	\$ 7,625.78
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Asst. Secretary/Secretary

Asst. Treasurer

*Jf* 11/12/2025



# McClatchy Media

The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily 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 Wichita Eagle  
The Olympian

Document No.	69011
Document Date	11/1/2025
Due Date	Due upon Receipt
Account No.	47872

## INVOICE AND STATEMENT OF ACCOUNT

### Bill-to

UNIVERSITY PARK RECREATION DISTRICT  
ATTN: ACCOUNTS PAYABLE  
7671 THE PARK BOULEVARD  
UNIVERSITY PARK  
BRADENTON, FL 34201

Please remit payment to

### McClatchy Company LLC

PO Box 510150  
Livonia, MI 48151

[Click Here to Pay Online](#)

Questions? [advertisingaccountsreceivables@mcclatchy.com](mailto:advertisingaccountsreceivables@mcclatchy.com)  
or visit us at [mcclatchy.com/mars](http://mcclatchy.com/mars)

### Aging summary

0 - 30	31 - 60	61 - 90	91 - 120	121+	Cash on Account	Total Due
1,016.71	0.00	0.00	0.00	0.00	0.00	\$ 1,016.71

Invoices can be paid via the provided portal. The user name will be your email, and the password for your initial login is your account number. You will be prompted to create a custom password. For more details, visit <https://mcc.navigahub.com/portal/client/mcc/> Recent payments may not appear in the balance shown.

Balance Forward Amount: \$ 0.00

Invoice Date	Invoice No.	PO No.	Description	Amount	Sales Tax	Balance
11/2/2025	IN85241		Campaign: 49194 - IPL0273637	197.65	0.00	197.65
Bradenton Herald	10/01/2025-10/01/2025		IPL0273637	1		184.72
Service Fee	10/01/2025-10/01/2025		IPL0273637	1		12.93
11/2/2025	IN85242	Manatee City-Strategic Comm Meeting 10.08.25	Campaign: 51804 - IPL0276066	107.02	0.00	107.02
Bradenton Herald	10/01/2025-10/01/2025		IPL0276066	1		100.02
Service Fee	10/01/2025-10/01/2025		IPL0276066	1		7.00
11/2/2025	IN85243	UPRD ASC Meeting 11-06-25.	Campaign: 55336 - IPL0278659	122.56	0.00	122.56
Bradenton Herald	10/29/2025-10/29/2025		IPL0278659	1		114.54
Service Fee	10/29/2025-10/29/2025		IPL0278659	1		8.02
11/2/2025	IN85244	UPRD RFP FOR Auditor	Campaign: 55445 - IPL0278681	158.81	0.00	158.81

Invoice Date	Invoice No.	PO No.	Description	Amount	Sales Tax	Balance
Bradenton Herald	10/05/2025-10/05/2025		IPL0278681	1		148.42
Service Fee	10/05/2025-10/05/2025		IPL0278681	1		10.39
11/2/2025	IN85245		Campaign: 57972 - IPL0281008	107.02	0.00	107.02
Bradenton Herald	10/12/2025-10/12/2025		IPL0281008	1		100.02
Service Fee	10/12/2025-10/12/2025		IPL0281008	1		7.00
11/2/2025	IN85246	Attn Kwame Jackson	Campaign: 58243 - IPL0281247	107.02	0.00	107.02
Bradenton Herald	10/15/2025-10/15/2025		IPL0281247	1		100.02
Service Fee	10/15/2025-10/15/2025		IPL0281247	1		7.00
11/2/2025	IN85247		Campaign: 60971 - IPL0283439	109.61	0.00	109.61
Bradenton Herald	10/22/2025-10/22/2025		IPL0283439	1		102.44
Service Fee	10/22/2025-10/22/2025		IPL0283439	1		7.17
11/2/2025	IN85248	Strategic Planning Comm. 11/6	Campaign: 63128 - IPL0285225	107.02	0.00	107.02
Bradenton Herald	10/29/2025-10/29/2025		IPL0285225	1		100.02
Service Fee	10/29/2025-10/29/2025		IPL0285225	1		7.00

document no.	account no.	document date
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69011

47872

11/1/2025

### PAYMENT REMITTANCE

#### SEND PAYMENT TO

**McClatchy Company LLC**

PO Box 510150

Livonia, MI 48151

#### PAYMENT AMOUNT ENCLOSED

**REMEMBER: DETACH AND RETURN THIS PORTION  
WITH REMITTANCE FOR PROPER CREDIT**

**Please Return This Portion With Your Payment (Thank You)**

Document No: 69011

McClatchy Company LLC

PO Box 510150

Livonia, MI 48151

Account No: 47872

Account Name: UNIVERSITY PARK RECREATION  
DISTRICT

#### ADVERTISING INVOICE

Amount Due: \$ 1,016.71

UNIVERSITY PARK RECREATION DISTRICT

ATTN: ACCOUNTS PAYABLE

7671 THE PARK BOULEVARD

UNIVERSITY PARK

BRADENTON, FL 34201

Pay online or contact the AR Team at [mcclatchy.com/mars](http://mcclatchy.com/mars)

McClatchy Company LLC

PO Box 510150

Livonia, MI 48151

47872 0000 69011 101671



Date	Invoice Number
November 6, 2025	DM-11-2025-68
Payment Terms	Due Date
Upon Receipt	November 6, 2025

**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

**Company Address:**

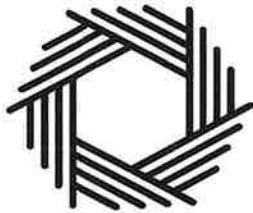
1735 Market Street  
42nd Floor  
Philadelphia, PA 19103  
+1 (215) 5676100

**Remittance Options:****Via Mail:**

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

**RE:** District Management Fee: November 2025

Professional Fees	\$5,833.33
<b>Total Amount Due</b>	<b>\$5,833.33</b>



pfm

Date	Invoice Number
November 4, 2025	OE-EXP-11-2025-58
Payment Terms	Due Date
Upon Receipt	November 4, 2025

**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

**Company Address:**

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

**Remittance Options:**

**Via Mail:**

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

**RE:** October 2025 Postage \$0.74

Expenses	\$0.74
<b>Total Amount Due</b>	<b><u>\$0.74</u></b>

Date: 10/21/2025  
Invoice Number: 153022  
Client: 10619

C/O Paul Fay, Controller  
University Park Recreation District  
7671 The Park Boulevard  
University Park, FL 34201

- Please make your check payable to Phillips Feldman Group and enclose the top portion of this invoice with your payment.
- You may make your payment online at [www.pfgcpa.com](http://www.pfgcpa.com) by credit card, debit card or e-check or by calling our office.

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For professional services rendered as follows:

Progress billing relative to out of pocket expense for Crunchafi software \$375.00

Invoice Total: **\$375.00**

INVOICE

DUE AND PAYABLE UPON RECEIPT

A monthly finance charge of 1 1/2% will be applied on all unpaid items after 30 days.  
This monthly finance charge is calculated at an Annual Percentage Rate of 18%.



Certified Public Accountants  
801 Laurel Oak Drive, Suite 303, Naples, FL 34108  
P 239 566 1600 | F 239 566 1901 | [pfgcpa.com](http://pfgcpa.com)

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 #** 7861**DATE** 11/01/2025**DUE DATE** 11/16/2025**TERMS** Net 15

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Web Maintenance:ADA Website Maintenance</b> Ongoing website maintenance for ADA and WCAG Compliance	1	225.00	225.00
	<b>Email:Email Hosting &amp; Maintenance</b> 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
	<b>Email:Email Hosting, Inbox Management &amp; Maintenance</b> 10 additional Email setup, inbox setup and maintenance. Spam filters, virus checks, archival of emails. Support for clients	10	10.00	100.00

Please make check payable to VGlobalTech.

BALANCE DUE

**\$400.00**

Pay invoice