

# Lexington Oaks Community Development District

## Board of Supervisors

Rick Carroll, Chairman  
Terry Bechtel, Vice Chairman  
William Palermo, Assistant Secretary  
Scott A. Carlson, Assistant Secretary  
Butch Straber, Assistant Secretary

Mark Vega, District Manager  
Whitney Sousa, District Counsel  
Stephen Brletic, District Engineer  
Todd Wilhelmi, Site Manager

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## Workshop Agenda

November 6, 2025 - 9:00 a.m.

The purpose of this workshop is to discuss the items listed below.

1. **Open Workshop**
2. **Pledge of Allegiance**
3. **Audience Comments**
4. **Yellowstone Landscaping Report**
5. **District Engineering**
  - A. **Review of Basketball Court Resurfacing Project – Estimated at \$47,000 [Page 2]**
  - B. **Proposal Finn Outdoor 5206 Silver Charm Terrace Drain Box Repair [Page 3]**
  - C. **Proposal Finn Outdoor Pond 29A Bank Repair [Page 4]**
6. **District Manager**
7. **District Counsel**
  - A. **Discussion of Rules and Procedures [Page 6]**
8. **Audience Comments**
9. **Close Workshop**

**The next Regular Meeting is scheduled for Thursday, November 20, 2025 at 6:30 p.m.**



**Job Name:** Lexington Oaks Basketball Resurfacing  
**Address:** 26304 Lexington Oaks Blvd  
 Wesley Chapel, FL  
**Contact Info:** Todd lexoaks1@gmail.com  
**October 17, 2025**

### Job Estimate

| <u>Description</u>                                                                                      | <u>Cost</u>        |
|---------------------------------------------------------------------------------------------------------|--------------------|
| Removal of all existing asphalt on plans                                                                |                    |
| Furnish & install 1" asphalt SP 9.5                                                                     |                    |
|                                                                                                         | <b>\$32,985.00</b> |
| Furnish & install approved coatings for basketball court, as stated in plans (NCAA regulated markings). |                    |
| Installation of 2 basketball hoop systems on each end of the court in 3,000psi concrete                 |                    |
|                                                                                                         | <b>\$14,985.00</b> |
| <b>Total:</b>                                                                                           | <b>\$47,970.00</b> |
|                                                                                                         |                    |
| 2 First team RuffNeck Fixed height inground basketball systems 60 inch                                  |                    |
| <b>(price is based on current availability, price is subject to change.) limited lifetime warranty</b>  | <b>\$5,800.00</b>  |
|                                                                                                         |                    |

**Notes:** A 50% deposit is required prior to start of project; remainder due upon completion. All sprinklers must remain off during project. Asphalt comes with a 1 year surface warranty. We are not responsible for unmarked irrigation/utility lines. Pricing for Option 1 or 2 will be added based on what CDD chooses. We recommend the Mega Slam due to its durability. Asphalt must cure a minimum of 30 days prior to coating. We are not responsible for issues with existing base or subbase. Disturbed sod areas will be replaced as needed and billed accordingly.

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

This estimate is valid for 30 days from the date listed above.

ESTIMATE

Finn Outdoor LLC  
730 20th Ave N  
Saint Petersburg, FL 33704

robb@finnoutdoor.com  
+1 (813) 957-6075



Bill to  
Lexington Oaks CDD  
2634 Cypress Ridge Boulevard, Suite 102  
Wesley Chapel, FL 33544

Estimate details  
Estimate no.: 2415  
Estimate date: 10/23/2025

| #  | Date | Product or service            | Description                                                                                                                                                                                                                                                                  | Qty | Rate       | Amount     |
|----|------|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|------------|
| 1. |      | Control Structure Maintenance | 5206 Silver Charm Terrace -- Excavate as needed and restore connections to inlet box from underdrain and/or larger RCP. Seal connections and any other gaps or cracks visible which may allow for sediment intrusion. Restore surrounding ground with fill and sod to match. | 1   | \$2,800.00 | \$2,800.00 |

Total \$2,800.00

Note to customer

All invoices are due and payable within 30 days of submittal unless otherwise agreed to in writing. Late fees of up to 3% of invoice amount may be added if payment not received within 30 days.

Accepted date

Accepted by

# ESTIMATE

Finn Outdoor LLC  
730 20th Ave N  
Saint Petersburg, FL 33704

robb@finnoutdoor.com  
+1 (813) 957-6075



**Bill to**  
Lexington Oaks CDD  
2634 Cypress Ridge Boulevard, Suite 102  
Wesley Chapel, FL 33544

**Estimate details**  
Estimate no.: 2408  
Estimate date: 10/14/2025

| #  | Date | Product or service            | Description                                                                                                                                                                                                                                                                                                                                | Qty | Rate        | Amount      |
|----|------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| 1. |      | Erosion/Pond Bank Restoration | Rip rap repair to pond bank 29A of approximately 280 linear feet. Rip rap will be installed from approximate low-water to approximately 12" above control with imported fill, geotextile liner, and sod to stabilize the repair area.                                                                                                      | 1   | \$35,000.00 | \$35,000.00 |
| 2. |      | Erosion/Pond Bank Restoration | Rip rap repair to pond bank 29C of approximately 350 linear feet. Rip rap will be installed from approximate low-water to approximately 12" above control with imported fill, geotextile liner, and sod to stabilize the repair area. Repair will extend the existing turf area behind fences by at least 3 feet for maintenance purposes. | 1   | \$43,750.00 | \$43,750.00 |
| 3. |      | Erosion/Pond Bank Restoration | Rip rap repair to pond bank 15D of approximately 175 linear feet. Rip rap will be installed from approximate low-water to approximately 12" above control with imported fill, geotextile liner, and sod to stabilize the repair area.                                                                                                      | 1   | \$19,250.00 | \$19,250.00 |
| 4. |      | Erosion/Pond Bank Restoration | Fill/fabric repairs to 4 distinct areas on Pond 26A using imported fill, geotextile, and sod to match surroundings. No rip rap will be used in these repairs                                                                                                                                                                               | 1   | \$0.00      | \$0.00      |
| 5. |      | Erosion/Pond Bank Restoration | Rip rap repairs to two distinct areas (one between houses, one at end of swale) on North portion of Pond 19A                                                                                                                                                                                                                               | 1   | \$0.00      | \$0.00      |

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**Total**

**\$98,000.00**

**Note to customer**

All invoices are due and payable within 30 days of submittal unless otherwise agreed to in writing. Late fees of up to 3% of invoice amount may be added if payment not received within 30 days.

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**Accepted date**

**Accepted by**

**RULES OF PROCEDURE**

**LEXINGTON OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

Prepared by

Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

**RULES OF PROCEDURE  
LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT**

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**RULES OF PROCEDURE**  
**LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT**

**1.0 Organization**

- (1) The Lexington Oaks Community Development District (the "District") was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

**Specific Authority:** s.s. 190.001(5), 120.53(1)(a), Fla. Stat.

**Law Implemented:** s.s. 190.001(5), 120.53(1)(a), Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. The Board shall exercise the powers granted to the District.
  - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).
  - (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. However, if three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairman, Vice-Chairman, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairman must be a member of the Board. If the Chairman resigns from that office or ceases to be a member of the Board, the Board shall select a Chairman, after filling the vacancy. The Chairman serves at the pleasure of the Board. The Chairman shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board. The Chairman shall convene and conduct all meetings of the Board. In the event the Chairman is unable to attend a meeting, the Vice-Chairman shall convene and conduct the meeting.
  - (b) The Vice-Chairman shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chairman resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairman, after filling the Board vacancy. The Vice-chairman serves at the pleasure of the Board.
  - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.

- (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.
- (3) Committees. The board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings", in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the County and the Florida Department of Community Affairs. All meetings of the Board shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. Nothing in this Rule shall prohibit a Board member with a voting conflict of interest from voting on a matter. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The member may then vote. The Board's Secretary shall prepare a memorandum of voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.
- (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which

will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The memorandum shall immediately be provided to other Board members and shall read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member's vote is unaffected by this filing.

**Specific Authority:** s.s. 190.001, 190.001(5), Fla. Stat.

**Law Implemented:** s.s. 190.006, 190.007, 112.3143, Fla. Stat.

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Records of Proceedings", may be copied or inspected at the District Office during regular business hours.
- (2) Copies. Copies of public records shall be made available to the requesting person at a charge of \$.25 per page for one-sided copies and \$.35 per page for two-sided copies if not more than 8 ½ by 14 inches, and for copies of public records in excess of that size at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page.

**Specific Authority:** s.s. 190.001(5), 120.53, Fla.Stat.

**Law Implemented:** s.s. 190.06, 119.07, 120.53, Fla. Stat.

### 1.3 Public meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any non regular public meeting, hearing, or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:
  - (a) The date, time and place of the meeting or workshop;
  - (b) A brief description of the nature, subjects and purposes of the meeting, hearing or workshop;
  - (c) The District Office address for the submission of requests for copies of the agenda;
  - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.
  - (e) A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
- (2) Agenda. The District Manager, under the guidance of the Chairman or those members of the Board calling for the meeting/hearing/workshop, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seven (7) days before the meeting/hearing/workshop except in an emergency. The agenda may be changed before or at the meeting/hearing/workshop.
  - (a) The District may use the following format in preparing its agenda for its regular meetings:
    - Call to order
    - Roll call
    - Review of minutes
    - Specific items of old business
    - Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

1. Financial Report

Supervisor's requests and comments

Audience questions and comments

Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chairman, or Vice-Chairman if the Chairman is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2) and (4), to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chairman shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment. The time for audience comment shall be identified in the agenda. Persons wishing to address the Board are required to notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. At the Board's discretion, each person wishing to address the Board will be given a three (3) minute time limit for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to

time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.

**Specific Authority:** s.s. 190.005, 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.007, 190.008, 120.53, 286.0105, 120.54, Fla. Stat.

- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chairman must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.
- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
  - (d) The published notice.
- (7) Rulemaking Proceedings – No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice.

Such direction may be given by the Board either before initiating the rule adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.

- (8) Rulemaking Proceedings – Hearing. If the proposed rule does not relate exclusively to organization, practice or procedure, the District shall provide, upon request, a public hearing for the presentation of evidence, argument and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceedings. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule.
- (9) Request for Public Hearing.
  - (a) A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within twenty-one (21) days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend or repeal the rule.
  - (b) If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.
  - (c) Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (10) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

- (11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- (12) Variances and Waivers. Variances and waivers from District rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.

**Specific Authority:** s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

**Law Implemented:** s.s. 120.54, 190.035(2), Fla. Stat.

### 3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chairman shall designate any member of the Board (including the Chairman), District Manager, District General Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
  2. Rule upon offers of proof and receive relevant evidence;
  3. Regulate the course of the hearing, including any prehearing matters;
  4. Enter orders;
  5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;
  2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
  3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:

- (a) Adopt a resolution identifying the property to be taken;
- (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

**Specific Authority:** s.s. 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** s.s. 190.011(11), Fla. Stat.

#### 4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures and rules are outlined for the purchase of professional services, contract services, and goods, supplies, and materials.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Definitions.
  - (a) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
  - (b) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
  - (c) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.
  - (d) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
  - (e) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.

- (f) "Purchase" means acquisition by sale, rent lease, lease/purchase or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local government entity or political subdivision of the state.
  - (g) "Emergency purchases" means a purchase necessitated by a sudden unexpected turn of events (e.g. acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive bidding would be detrimental to the interests of the District.
- (3) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
- (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
  - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
  - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
  - (e) The Lowest Responsive and Responsible Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
  - (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.

- (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.
- (h) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure.
  - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
  - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  - (c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid proposal:
    1. Hold all required applicable state professional licenses in good standing.
    2. Hold all required applicable federal licenses in good standing, if applicable.
    3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
    4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposals. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
  - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  - 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  - 3. The willingness of each bidder or proposer to meet time and budget requirements.
  - 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  - 5. The recent, current, and project workloads of the bidder or proposer.
  - 6. The volume of work previously awarded to each bidder or proposer.
  - 7. Whether the cost components of each bid or proposal are appropriately balanced.
  - 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an

Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover costs of bid preparation or submittal from the District.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand deliver, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, 255.0525, Fla. Stat.

#### 4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure.
  - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  - (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
    1. Hold the required applicable state and professional licenses in good standing.
    2. Hold all required applicable federal licenses in good standing, if any.
    3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
    4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
  - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  - 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  - 3. The willingness of each bidder or proposer to meet time and budget requirements.
  - 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  - 5. The recent, current, and project workloads of the bidder or proposer.
  - 6. The volume of work previously awarded to each bidder or proposer.
  - 7. Whether the cost components of each bid or proposal are appropriately balanced.
  - 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Lowest Responsive and Responsible Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an

Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover costs of bid preparation or submittal from the District.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand deliver, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 112.08, Fla. Stat.

#### 4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Definitions.
  - (a) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services (as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(7), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.
  - (b) “Invitation to Bid” is a solicitation for sealed bids with the contract title, date, and hour of the public bid opening designated specifically. It includes a description of the services sought, applicable terms and conditions, evaluation criteria, including but not limited to price, and provides for manual signature of an authorized representative.
  - (c) “Request for Proposal” is a solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It provides a statement for services sought, applicable terms and conditions, and evaluation criteria, including but not limited to price. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis, and evaluation criteria, as necessary.
  - (d) “Responsive bid or proposal” means a bid or proposal which conforms in all material respects to an Invitation to Bid or Request for Proposal and these Rules, and whose cost components are appropriately balanced. A bid or proposal is not responsive if the person or firm submitting the bid or proposal fails to meet any requirement relating to qualifications, financial stability, or licensing of the bidder or proposer.

- (e) “Lowest responsible bid or proposal” means, as determined in the sole discretion of the Board, the bid (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) is responsive to the Invitation to Bid or Request for Proposal as determined by the Board, and (iii) which is for a cost to the District deemed reasonable by the Board. Minor variations in the proposal may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
  - (f) “Proposal Most Advantageous to the District” means, as determined in the sole discretion of the Board, the bid (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) is responsive to the Invitation to Bid or Request for Proposal as determined by the Board, and (iii) which is for a cost to the District deemed reasonable by the Board. Minor variations in the proposal may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Proposal may not be modified after opening. To assure full understanding of the responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date with respect to any opportunity for discussion and revision of proposals.
- (3) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
- (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
  - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.

- (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
  - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.
  - (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
  - (g) The Lowest Responsive and Reasonable Bid or Proposal or the most advantageous to the District, as appropriate, may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (4) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, overnight delivery, or by hand delivery, and by posting same in the District Office for seven (7) days.
- (5) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (6) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (7) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

- (8) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.011(3), Fla. Stat.

#### 4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

(1) Definitions.

- (a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (b) "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (c) "Continuing contract" is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
- (d) "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, hurricanes, accidents or any circumstances or cause beyond the control of the Board in the normal conduct of its business) where the Board decides the delay incident to competitive bidding would be detrimental to the interests of the District.

(2) Qualifying Procedures. In order to be eligible to submit a bid proposal, a firm must, at the time of receipt of the bid:

- (a) Hold all required applicable state professional licenses in good standing.
- (b) Hold all required applicable federal licenses in good standing, if any.

- (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
- (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (3) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

- (4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification of file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:
  - 1. The ability and adequacy of the professional personnel employed by each firm.
  - 2. Each firm's past performance for the District in other professional employment settings.

3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

- (b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the

second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

- (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
  - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
- (6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
  - (7) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.011(3), 287.005, 190.033, Fla. Stat.

## 5.0 Bid Protests Under Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.2 of the Rules of the Lexington Oaks Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 120.57(3), 190.011(5) Fla. Stat.

**Law Implemented:** s.s. 120.57(3), 190.033, Fla. Stat.

## 5.1 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.1.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail or by hand delivery. The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."
- (2) Filing.
  - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision, and shall file a formal written protest with the District within seven (7) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District's decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.
  - (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.

- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copy being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 120.53(5), 190 011(5), Fla. Stat.  
**Law Implemented:** s.s. 190.033, Fla. Stat.

## 5.2 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.2.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design/build contract, the District shall use the following procedure:
  - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(k) when developing a design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.
  - (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance –oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
  - (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical, and design aspects of the project, weighted for the project.
  - (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
    1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the County in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.
    2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as

defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.

3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:
  - (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
  - (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
- (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, 255.20, Fla. Stat.

7.0 Effective Date.

These Rules shall be effective \_\_\_\_\_, except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.



## LEXINGTON OAKS COMMUNITY CENTER

### RENTAL AGREEMENT

This agreement includes the following documents/functions that must be completed before the rental date can be reserved for your event:

1. Community Center Rental Policies & Procedures
2. Community Center Rental/Release of Liability
3. **(NEW)** Event Insurance Requirements and Instructions
4. Post-Rental Checklist

Payment for the appropriate deposit, fee and additional insurance (if required) must be received to reserve your event date. The current CDD Fee Schedule is also included.

Please consult District staff for further information.



## Community Center Rental Policies and Procedures

1. The Community Center is available for rental for a maximum of six (6) hours unless otherwise approved by the Site Manager. Rentals may begin as early as 8:00 a.m. and must end by 1:00 a.m. (including cleanup). All functions/events must comply with all applicable Pasco County noise ordinances. Any contracted renter cited by the Pasco County Sheriff will automatically forfeit their security deposit.
2. All functions/events must be contained inside the Community Center building. Rental of the Community Center includes the use of the restrooms. **Use of the pool, fitness center, or any other recreational area is not included with the rental.**
3. Individuals seeking to reserve the Community Center must complete and sign a ***"Community Center Rental/ Release of Liability and Indemnification Agreement"*** to secure the facility. If any alcohol will be consumed at your event, you are required to acquire additional insurance.
4. The contracted responsible party renting the Community Center must be present at their function/event for the duration of the rental period.
5. All reservations for the Community Center shall be made in person at the Community Center and will be honored on a first come, first serve basis. For availability, call the Site Manager at (813) 907-8718. Advance reservations by any person or entity shall be limited to two (2) events, each of which shall require payment of the appropriate fees and additional insurance, if alcohol will be consumed at your event.
6. Per the approved CDD Schedule of Fees, applicable rental fees, security deposits and additional event insurance (if applicable) are as follows:

If alcohol **will not** be consumed:

|                  |          |
|------------------|----------|
| Reservation Fee  | \$ _____ |
| Security Deposit | \$ _____ |

If alcohol **will be** consumed:

|                                   |          |
|-----------------------------------|----------|
| Reservation Fee                   | \$ _____ |
| Security Deposit                  | \$ _____ |
| Event Insurance Required (see #7) |          |

## Community Center Rental Policies and Procedures (Cont'd)

7. The applicant is required to purchase additional event insurance for events where alcohol will be consumed. Please go to the following Gatherguard link to purchase event insurance and follow these steps:
  - A. Please go to <https://app.gatherguard.com/?v=G070-000>
  - B. Select the **Event Type** best describing your event. Call
  - C. Answer the 3 questions regarding previous event claims, armed security and whether you are a promoter.
  - D. The **Venue Code (G070 – 000)** that assigns your coverage to the Lexington Oaks Community Center will automatically be captured and displayed. This code assures that your coverage will be aligned with the proper venue and will automatically forward a copy of your coverage to the CDD Site Manager once transaction is completed.
  - E. The **Basic Coverage** limits are preset, unless you want to obtain more coverage. The base coverage is 1 million for liability and 250K for damage to the premises.
  - F. See **Section 8** if your event will have performers, vendors or exhibitors working your event.
  - G. There are additional coverages if you need them (terrorism, liquor liability, and additional damage coverage). They may not apply to your event and are optional.
  - H. Go to **Checkout**.
  - I. Enter **Insured** information and **CONFIRM**.
  - J. Enter **Insurance Contact** information and **CONFIRM**.
  - K. Enter **Payment Information** and complete transaction.

### A copy of the insurance statement will be automatically sent to CDD Site Manager

8. If you have performers, vendors or exhibitors, working your event, they will be required to either provide proof of insurance with the Lexington Oaks Community Development District named as an additional insured or you will be required to obtain coverage on their behalf from the event insurance named in section 7E.
9. Rental Fee Cancellation Policy- Reservations cancelled 21 calendar days or more in advance of event will be refunded 100%. If cancelled 14 to 20 calendar days prior to event, 50% will be refunded. Cancellations made 13 calendar days or less are not eligible for a refund  
**Contracted Renter Initials** \_\_\_\_\_
10. Approval of all events is subject to the discretion of the Board of Supervisors. Per Resolution 2024-02 (Waiver of Rental Fees), the board's intent is to prioritize resident-sponsored events that directly benefit residents of the District and has the authority to reduce or waive rental fees for events that meet the intent of the resolution.



## Community Center Rental Policies and Procedures (Cont'd)

### Rental Request Information

NAME \_\_\_\_\_  
PHONE \_\_\_\_\_  
EVENT \_\_\_\_\_ EVENT DATE \_\_\_\_\_  
START TIME \_\_\_\_\_ END TIME \_\_\_\_\_  
SECURITY & RENTAL CK # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

Contracted Renter Initials \_\_\_\_\_

11. The normal business hours for the Community Center are from 9:00 a.m. to 6:00 p.m. Monday through Friday, and 10:00 a.m. to 4:00 p.m. on Saturday. During normal business hours, residents are still permitted to enter the Community Center for restroom use and/or to enter the office. The front doors shall not be locked until 6:00 p.m.
12. No person shall use the Community Center in such a manner as to interfere with the residents' rights, comfort, convenience or peaceful enjoyment of the adjoining areas within the Community Center. Specifically, no person shall use the Community Center in such a manner that creates excessive noise, profanity, boisterous action, etc.
13. All exterior doors must remain closed at all times.
14. No pets shall be allowed in the Community Center at any time.
15. Wet swimsuits and bare feet are not permitted inside the Community Center.
16. Vehicles are to be parked in designated areas only.
17. Cooking of food is prohibited. Only food warming devices are allowed. If food is served, table cloths must be used on all tables.
18. No smoke/fog machines or ambiance candles are permitted.
19. Contracted renter shall be responsible for supervising the conduct and behavior of all guests, including children. Inappropriate behavior of any type while on District property (use of profanity or foul language, indecent exposure, etc.) shall not be permitted at any time. Contracted renters are responsible for the actions of their guests and for any damage caused by their guests.
20. Contracted renter shall prevent guests from smoking in the Community Center and/or on the pool deck. All illegal activities, including the use of illegal drugs, are strictly prohibited.

### Community Center Rental Policies and Procedures (Cont'd)

21. The serving, or consumption of alcohol at a non-alcoholic event conducted by the contracted renter or their guests anywhere on District property, including the parking lot, and vehicles within the parking lot, will result in forfeiture of the entire deposit. **Contracted Renter Initials**\_\_\_\_\_
22. Personal property should not be left unattended. The CDD is not responsible for any losses, damages, or stolen personal property. The CDD is not liable for damages, personal or otherwise.
23. **Do not remove or attach anything to the walls.** Contracted renter shall not tape, nail, glue, or fasten any decorations or items to the walls, plants, or furniture. Any violation of this procedure that results in damages will result in a forfeiture of that portion of the security deposit required to cover all damages. If the damage exceeds the amount of the security deposit, the contracted renter will be responsible for all excess damages. The deposit or letter of explanation concerning the withholding of any funds shall be forwarded within seven (7) business days to the contracted renter. **Contracted Renter Initials**\_\_\_\_\_
24. Any damage to furniture, floors, décor, or appliances that occurs while renting the Community Center will result in forfeiture of that portion of the security deposit required to cover all damages. If the damage exceeds the amount of the security deposit, the contracted renter will be responsible for all excess damages. The deposit or letter of explanation concerning the withholding of any funds shall be forwarded within seven (7) business days to the contracted renter.
25. **The Community Center must be cleaned prior to leaving the premises.** Persons renting the Community Center must adhere to the Lexington Oaks Community Center Rental checklist that will be provided. If additional cleaning is deemed necessary by the Site Manager, the Site Manager will determine the fee and the amount will be deducted from the security deposit. If the cleaning bill exceeds the amount of the security deposit, the contracted renter will be responsible for all excess damages. The deposit or letter of explanation concerning the withholding of any funds shall be forwarded within seven (7) business days to the contracted renter.
26. Failure of the contracted renter to abide by the contract procedures and regulations will result in the forfeiture of the entire security deposit. **Contracted Renter Initials**\_\_\_\_\_



## Community Center Rental/Release of Liability and Indemnification Agreement

1. Lexington Oaks Community Development District (the "CDD") is the owner of a Community Center within Lexington Oaks' recreational areas in Pasco County, Florida (the "Community Center").
2. Lexington Oaks is a residential development.
3. Upon request, the CDD will consider the use of the Community Center by groups and other entities for limited purposes.
4. The undersigned, \_\_\_\_\_ (the "Applicant"), has applied to the CDD to use the Community Center as follows:
  - A. The CDD has consented to the use of the Community Center by the Applicant, its agents, employees and invitees.
  - B. In consideration of the CDD's permission to the Applicant, its agents, employees and invitees to use the Community Center, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the CDD, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from, or in any fashion arising from, connected with or resulting in any way from the use of the Community Center in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the CDD, its agents or employees; it being specifically understood and agreed that this release of liability applies, without limitations, to any and all claims for loss, injury or damage caused solely or partially by the negligence of the CDD, its agents or employees.
  - C. As further consideration for the CDD's permission to the Applicant, its agents, employees and invitees to use the Community Center, the Applicant, for itself, its representatives and assigns, agrees to defend, indemnify and hold harmless the CDD, its agents or employees, from any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury or death) or property resulting from the use of the Community Center in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the CDD, its agents or employees; it being specifically understood and agreed that this agreement defend, indemnify and hold harmless applies, without limitation, to any and all claims for loss, injury or damage caused solely or partially by the negligence of the CDD, their agents or employees.

**Applicants Initials** \_\_\_\_\_
  - D. Should any provisions of this agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal part, term or provision shall be deemed not a part of this agreement.



## Community Center Rental/Release of Liability & Indemnification Agreement (Cont'd)

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### *To Be Completed by Lexington Oaks CDD Staff*

Staff Member: \_\_\_\_\_

Position: \_\_\_\_\_

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

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### *To Be Completed by Applicant*

Applicant Name \_\_\_\_\_

Application Date \_\_\_\_\_

Purpose of Rental \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Time: From \_\_\_\_\_ To \_\_\_\_\_

Approximate number of people \_\_\_\_\_

Will alcohol be consumed at the event?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, then event insurance must be secured by the applicant at least 14 days prior to the event. Instructions have been provided in the **Community Center Rental Policies and Procedures**, Sections 7 and if applicable, Section 8.

Applicant Signature \_\_\_\_\_



## Community Center Rental Checklist

1. After cleaning all tables and chairs, return them to their appropriate place(s).
2. Vacuum the carpeted areas and sweep the tiled areas. In case of spillage, mop the tiled areas and wipe the carpeted areas.
3. Clean the kitchen area, including appliances and counter tops.
4. Pick up, bag and dispose of all trash using the Community Center dumpster. If any trash is left in the parking area, dispose of said trash in the dumpster.
5. Lock and secure all doors within the Community Center. This is to include all exterior doors and the interior doors to the restrooms.
6. Turn off all lights and fans. If any appliances were plugged in by you, unplug them before leaving.
7. Set the alarm when leaving using your assigned code. Your assigned code will be taken out of the system the day following the rental. **DO NOT GIVE YOUR CODE TO ANYONE.**

**PLEASE FULLY COMPLETE THIS FORM. YOU MUST RETURN YOUR KEY TO THE OFFICE TO RETRIEVE YOUR SECURITY DEPOSIT CHECK.**

CONTRACTED RENTER'S NAME (printed)\_\_\_\_\_

CONTRACTED RENTER'S ADDRESS\_\_\_\_\_

CONTRACTED RENTER'S PHONE NUMBER \_\_\_\_\_

CONTRACTED RENTER'S SIGNATURE\_\_\_\_\_

## CDD Schedule of Fees- Updated Nov 2023

| Facility                                                  | User         | Use Type                                                         | Fee      | Security Deposit |
|-----------------------------------------------------------|--------------|------------------------------------------------------------------|----------|------------------|
| Community Center                                          | Resident     | Child's Birthday Party 12 years or younger 4 Hours, Daytime only | \$150.00 | \$300.00         |
| Community Center                                          | Resident     | Adult - 6 Hours without Alcohol                                  | \$200.00 | \$300.00         |
| Community Center                                          | Resident     | Adult - 6 Hours with Alcohol                                     | \$400.00 | \$500.00         |
| Community Center                                          | Non-Resident | Child's Birthday Party 12 years or younger 4 Hours, Daytime only | \$300.00 | \$500.00         |
| Community Center                                          | Non-Resident | Adult - 6 Hours without Alcohol                                  | \$600.00 | \$500.00         |
| Community Center                                          | Non-Resident | Adult - 6 Hours with Alcohol                                     | \$800.00 | \$500.00         |
| Pool, Tennis Courts, Playground, Basketball, Soccer Field | Non-Resident | Quarterly - Individual                                           | \$300.00 | \$300.00         |
| Pool, Tennis Courts, Playground, Basketball, Soccer Field | Non-Resident | Quarterly - Family                                               | \$500.00 | \$500.00         |
| Pool, Tennis Courts, Playground, Basketball, Soccer Field | Non-Resident | Daily - Individual                                               | \$50.00  | N/A              |
| Pool, Tennis Courts, Playground, Basketball, Soccer Field | Non-Resident | Daily - Family Limited to 5 Family Members from same household   | \$200.00 | N/A              |
| Fitness Center                                            | Non-Resident | Quarterly - Individual                                           | \$300.00 | N/A              |
| Fitness Center                                            | Non-Resident | Daily - Individual                                               | \$50.00  | N/A              |



# COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE ♦ 2634 CYPRESS RIDGE BLVD. ♦ SUITE 102 ♦ WESLEY CHAPEL, FL 33544

## CDD Schedule of Fees- Updated Nov 2023 (Cont'd)

| Other Fees            | User         | User Type                              | Fee     | Security Deposit |
|-----------------------|--------------|----------------------------------------|---------|------------------|
| I.D. Card Replacement | Resident/All | Cost of card plus administrative fee   | \$25.00 | N/A              |
| Copy Machine          | All          | Per Page                               | \$0.20  | N/A              |
| Fax Machine           | All          | Per Page                               | \$1.00  | N/A              |
| Hawthorne Gate Remote | Resident     | Cost of remote plus administrative fee | \$35.00 | N/A              |
| Preakness Gate Remote | Resident     | Cost of remote plus administrative fee | \$25.00 | N/A              |

## Community Center Swimming Pool Policy

1. Pool operating hours are from Sunrise to Sunset
2. Valid **ACCESS CONTROL CREDENTIALS** are required to enter the pool area.
3. The Pool Complex is actively monitored after hours and violations of rules will prompt security measures and any violations may result in suspension.
4. A responsible adult or legal guardian (18 years or older) must accompany children under the age of 16 years at all times.
5. Shower before entering the pool
6. No running on the pool deck.
7. **NO GLASS** containers are allowed in the pool area.
8. **NO ALCOHOLIC BEVERAGES** are allowed in the pool area.
9. No **FOOD** or **DRINK** is allowed within ten (10) feet of the pool.
10. **NO PETS** are allowed in the pool area (working service animals excepted).
11. Swimming is at **YOUR OWN RISK**.
12. Maximum pool bathing load is 193 and must be obeyed under the requirements as defined by Pasco County and the State of Florida.
13. **NO DIVING** is allowed.
14. **NO SMOKING/VAPING** is allowed in any District recreational building or in the pool areas.
15. No rough-housing or CHICKEN FIGHTING is allowed in the pool area. No skateboards, roller skates, in-line skates or bicycles shall be permitted on the pool deck.
16. Inappropriate behavior of any type while on District property (use of profanity or foul language, indecent exposure, etc.) shall not be permitted at any time.
17. Infants and children who are not **POTTY TRAINED** are required to wear proper swimwear (plastic panties, swimmies, etc.).
18. Residents are limited to FIVE pool guests and must accompany them at all times.
19. Radios and other audio devices brought in to the pool area shall be played at reasonable volumes.
20. **POOL FURNITURE** shall not be removed from the pool deck area or placed in or near the swimming pool. Pool furniture is to be no closer than four (4) feet of the pool.
21. Whenever available, Staff will be on the pool deck to ensure policies and procedures are enforced and have the authority to ask persons to leave the pool area if found non-compliant with these policies and procedures. They have the authority to ask persons to leave the pool area if it is determined there are safety issues.
22. Any person(s) not using **ACCESS CONTROL CREDENTIALS** to enter the pool area shall provide proof of residency, or proof that fees were paid to use the pool area, if requested. Any person(s) unable or unwilling to provide the requested materials or information will be required to leave the pool area or the Sheriff's Department will be contacted
23. Use of the District recreational facilities may be suspended for **REPEAT OFFENDERS**.
24. **IN CASE OF EMERGENCY, CALL 911**



*Lexington Oaks*  
COMMUNITY DEVELOPMENT DISTRICT  
Pasco County, Florida

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DISTRICT OFFICE ■ 2634 CYPRESS RIDGE BLVD. ■ SUITE 102 ■ WESLEY CHAPEL, FL 33544

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## **DISTRICT PARKING POLICY**

All residents of the Community and their visitors are required to comply with the following regulations that are applicable to District owned facilities:

1. No parking shall be permitted in areas designated with yellow curbs or in handicapped parking spaces unless authorized by permit.
2. No overnight parking shall be permitted in any District parking lot without advance written approval of the CDD Site Manager. Vehicles parked within any of the areas beyond the specified time allowed shall be subject to towing at the sole expense of the vehicle owner. Information regarding the towing company is posted at parking areas.
3. No District parking spaces shall be used for accumulating or storing of building materials, trash, etc.
4. Double parking shall not be permitted in any District parking spaces at any time.
5. Any vehicle that, in the discretion of the District Board of Supervisors, poses a safety hazard shall be prohibited from parking in the common areas. This includes, but is not limited to vans with ladders, tools, etc. attached to the outside of the vehicle without being properly secured and/or locked and vehicles over twenty (20) feet in length.

**THE RESTRICTIONS LISTED HEREIN ARE IN ADDITION TO, AND EXCLUSIVE OF, VARIOUS STATE LAWS AND / OR COUNTY ORDINANCES AND / OR HOMEOWNER ASSOCIATION STANDARDS GOVERNING SEVERAL OF THE LISTED VIOLATIONS.**



# COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE ♦ 2634 CYPRESS RIDGE BLVD. ♦ SUITE 102 ♦ WESLEY CHAPEL, FL 33544

## District Fee Schedule

(Revised Nov. 2023)

| Facility                                                  | User         | Use Type                                                         | Fee      | Security Deposit |
|-----------------------------------------------------------|--------------|------------------------------------------------------------------|----------|------------------|
| Community Center                                          | Resident     | Child's Birthday Party 12 years or younger 4 Hours, Daytime only | \$150.00 | \$300.00         |
| Community Center                                          | Resident     | Adult - 6 Hours without Alcohol                                  | \$200.00 | \$300.00         |
| Community Center                                          | Resident     | Adult - 6 Hours with Alcohol                                     | \$400.00 | \$500.00         |
| Community Center                                          | Non-Resident | Child's Birthday Party 12 years or younger 4 Hours, Daytime only | \$300.00 | \$500.00         |
| Community Center                                          | Non-Resident | Adult - 6 Hours without Alcohol                                  | \$600.00 | \$500.00         |
| Community Center                                          | Non-Resident | Adult - 6 Hours with Alcohol                                     | \$800.00 | \$500.00         |
| Pool, Tennis Courts, Playground, Basketball, Soccer Field | Non-Resident | Quarterly - Individual                                           | \$300.00 | \$300.00         |
| Pool, Tennis Courts, Playground, Basketball, Soccer Field | Non-Resident | Quarterly - Family                                               | \$500.00 | \$500.00         |
| Pool, Tennis Courts, Playground, Basketball, Soccer Field | Non-Resident | Daily - Individual                                               | \$50.00  | N/A              |
| Pool, Tennis Courts, Playground, Basketball, Soccer Field | Non-Resident | Daily - Family Limited to 5 Family Members from same household   | \$200.00 | N/A              |
| Fitness Center                                            | Non-Resident | Quarterly - Individual                                           | \$300.00 | N/A              |
| Fitness Center                                            | Non-Resident | Daily - Individual                                               | \$50.00  | N/A              |



# COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE ♦ 2634 CYPRESS RIDGE BLVD. ♦ SUITE 102 ♦ WESLEY CHAPEL, FL 33544

## District Fee Schedule- (Cont'd)

(Revised Nov. 2023)

| Other Fees                           | User         | User Type                                 | Fee     | Security Deposit |
|--------------------------------------|--------------|-------------------------------------------|---------|------------------|
| Paxton Access Credential<br>FOB Unit | Resident/All | Cost of FOB plus administrative<br>fee    | \$25.00 | N/A              |
| Copy Machine                         | All          | Per Page                                  | \$0.20  | N/A              |
| Fax Machine                          | All          | Per Page                                  | \$1.00  | N/A              |
| Hawthorne Gate Remote                | Resident     | Cost of remote plus<br>administrative fee | \$35.00 | N/A              |
| Preakness Gate Remote                | Resident     | Cost of remote plus<br>administrative fee | \$25.00 | N/A              |

## **RESOLUTION 2024-02**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY REGARDING WAIVER OF RENTAL FEES FOR DISTRICT RECREATIONAL FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Lexington Oaks Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, the District owns, maintains, and operates certain recreational amenity facilities including but not limited to its Community Center, Soccer Field, Swimming Pool, Fitness Center, Tennis Courts, Basketball Court, Playground and Meeting Room (the “**Recreational Facilities**”);

**WHEREAS**, the Board of Supervisors of the District (the “**Board**”) has previously passed Resolution 2024-01, adopting rental fees for the District’s Recreational Facilities (the “**Rental Fees**”);

**WHEREAS**, the Board desires to approve requests for waiver of the Rental Fees on a case-by-case basis in order to promote civic pride for residents of the District; and

**WHEREAS**, the Board desires to establish a policy regarding the waiver of Rental Fees.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT:**

- Section 1.** All requests for a waiver of Rental Fees must be in writing and are required to come before the Board for approval.
- Section 2.** The Board shall not be required to grant any request for a waiver of Rental Fees.
- Section 3.** The Board’s intent in approving requests for waivers of Rental Fees is to prioritize resident-sponsored events that directly benefit residents of the District.
- Section 4.** The Board may revoke any previously granted waiver of Rental Fees for any reason up to thirty (30) days prior to the scheduled rental.
- Section 5.** All events, regardless of fee waiver status, require a completed rental agreement and may be subject to a rental deposit.

Section 6. All District resolutions or parts thereof or other adopted policies in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Section 7. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

Section 8. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 18th DAY OF JANUARY, 2024.**

**Attest:**

**Lexington Oaks Community  
Development District**

  
Print Name: Bob Thara  
Secretary / Assistant Secretary

  
Name: Rick Carroll  
Title: Chair of the Board of Supervisors

# Fitness Center Rules & Standards of Conduct

## FITNESS CENTER ACCESS

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1. Fitness Center access is strictly available to the following:
  - a. Current Residents with a valid **ACCESS CONTROL CREDENTIALS** and a signed liability waiver form.
  - b. Current Resident guests who have completed a signed liability waiver form.
  - c. Children, age 16 or 17, who have liability waiver forms signed by their parent.
  - d. Non-Residents who have paid the required fee (see Fee Schedule) and have completed a signed liability waiver form.
2. Children under 16 are not allowed in the Fitness Center at any time.
3. Adult and child liability waiver forms are available online and at the Community Center office.
4. **ACCESS CONTROL CREDENTIALS** will be activated during regular business hours.
5. **ACCESS CONTROL CREDENTIALS** must be renewed each calendar year.
6. No animals are allowed in the weight room.

## FITNESS CENTER USAGE

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1. **USE OF FITNESS CENTER IS AT YOUR OWN RISK.**
2. Call 911 in the event of an emergency.
3. Proper work out attire (enclosed athletic shoes, shirts, etc.) must be worn while using the facilities.
4. Shirts **must be worn at all times**.
5. No flip flops, no sandals, no open toe shoes are permitted.
6. No Swimsuits are permitted.
7. No alcoholic beverages are permitted.
8. No glass containers are permitted.
9. No food is permitted.
10. Machines shall be **wiped down** after each use with the provided wipes.
11. After use, equipment shall be returned to its proper place.
12. There is a **thirty (30) minute time limit** when others are waiting to use any equipment.
13. Television audio can be accessed individually at each piece of cardio equipment for three of the six televisions through resident supplied headphones.
14. Lights and fans should be **turned off** when exiting the Fitness Center.
15. Doors should **always be locked behind you** when entering and leaving the Fitness Center.
16. Personal items left in the Fitness Center will be placed in Lost and Found at the Community Center for a period of one week. Items not claimed will be discarded.
17. Violation of these rules may result in suspension of rights of enjoyment of the Fitness Center.



## **District Holiday Lighting and Decoration Policy**

The following is a policy of the Lexington Oaks Community Development District regarding the use of holiday lighting and/or decorations of District facilities interspersed throughout the Community of Lexington Oaks. The policy statement is consistent with similar policies of other neighboring municipalities in Pasco County concerning temporary or seasonal decoration of public facilities.

1. Lighted candles or any decorations utilizing an open flame are not permitted anywhere on District property.
2. All holiday decorations utilized on District property shall be flame-resistant, flame-retardant and consist of non-combustible materials.
3. All electrical decorations must be UL approved and have appropriately identified labeling.
4. No decorations shall interfere with access to any building or rooms within buildings, exit doors or fire extinguishers; obstruction of exit signage or emergency lighting is prohibited.
5. Only properly designated lighting and extension cords (if applicable) shall be utilized for use of outdoor or indoor lighting.
6. Only UL approved fused power cords (fused power strips) are permitted for holiday decorative lighting.
7. Fused power cords used in series (together) to make electrical connections are prohibited.
8. No electrical cords shall be passed through doorways, under carpets, wrapped around table legs or similar metal objects, or placed in walkways that would present a tripping, electrocution or fire hazard.
9. Removal of all decorations from District property shall occur no later than 6:00 p.m., Sunday, of the second weekend following December 25th.
10. Failure to remove any and all decorations from District property within the prescribed period shall result in immediate removal and disposal of said decorations with associated cost being borne by the District.
11. Failure to comply with any of the above standards shall result in revocation of holiday lighting and decoration privileges. The above policy statement may be amended as the Lexington Oaks Community Development District Board of Supervisors deems necessary.



## **Natural Areas Policy Statement**

**(Amended 3/16/17)**

The following policy statement concerns the District's conservation areas and environmentally sensitive areas which serve as natural buffers, and are scattered throughout the Lexington Oaks community. This policy is consistent with applicable local, state and federal law, regulatory requirements and permits governing the use and maintenance of upland and wetland conservation areas within the District.

The upland and wetland conservation areas owned by the District are not intended to be maintained. They are to remain untouched and in their natural, vegetative, hydrologic, scenic, open or wooded condition, allowing nature to take its normal course. The regulatory goal is to prohibit and/or minimize disturbance to these natural areas. Any vegetation that dies or is damaged by storms or other "acts of God" must remain in its existing configuration within the conservation areas to fulfill its role in nature's process. Neither the District, nor any abutting property owner or anyone else is allowed to enter or encroach into these natural conservation areas for reason of maintenance, cutting or removing vegetation of any type, or for placement of personal property or yard debris.

Within or immediately adjacent to such conservation areas, trees that have died and/or appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner. However, the abutting property owner must first contact the Pasco County Development Review Division and/or the Southwest Florida Water Management District (SWFWMD) to assess the threat and obtain a permit for any corrective work. Once written permit approval is obtained, trimming or removal from adjacent private property may occur at the expense of the affected property owner.

In the event a tree falls on private property, the affected property owner has the right to cut back or "limb" the tree back to their individual property line, after first obtaining a permit for the work. The remainder of the tree in the upland or wetland conservation area may not be cut or removed, and must be left alone. Removal of native vegetation within and immediately surrounding these areas is restricted and prohibited by Pasco County and (SWFWMD), to maintain natural conditions in these areas.

The above policy statement may be amended as determined by the District's Board of Supervisors.

## RESOLUTION 2024-04

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED POLICY REGARDING PARKING AND TOWING FROM DISTRICT OWNED COMMON AREA; AUTHORIZING THE ENGAGEMENT OF AN AUTHORIZED TOWING OPERATOR; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS**, the Lexington Oaks Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida;

**WHEREAS**, the District owns and maintains certain common area located within the boundaries of the District (collectively, the “**District-Owned Property**”);

**WHEREAS**, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.012(2)(d), Florida Statutes, to contract with a towing operator to remove vehicles or vessels from District-Owned Property if the notice and procedures requirements of section 715.07, Florida Statutes, are followed;

**WHEREAS**, unauthorized vehicles or vessels on the District-Owned Property may pose a danger or cause a hazard to the health, safety, and welfare of the District, its residents, its infrastructure, and the general public;

**WHEREAS**, the District desires to contract with a towing operator to tow unauthorized vehicles or vessels from District-Owned Property;

**WHEREAS**, the Board held a public meeting to receive public comment on its proposed parking and towing policy.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

1. **Incorporation of Recitals.** The above recitals are true and correct and by this reference are incorporated as a material part of this resolution.
2. **Adoption of Parking and Towing Policy.** The Board hereby adopts the Parking and Towing Policy attached hereto as **Exhibit A**.
3. **Authorizing the Engagement of an Approved Towing Operator.**
  - a. The Board hereby authorizes the District to enter into an agreement with a company that is authorized to perform towing or wrecker services in compliance with Florida law, applicable Pasco County regulations, and the Parking and Towing Policy.
  - b. The District shall coordinate with the towing operator to ensure that the required signage shall be posted on District-Owned Property in the manner required by applicable laws and regulations (including specifically section 715.07, Florida Statutes).

4. **Conflicts.** This Resolution replaces any prior resolutions, policies, rules, actions or any portion or content included therein in conflict with this resolution.
5. **Severability.** If any section or part of a section of this resolution is declared invalid, unconstitutional, or inconsistent with any law or regulation, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such part of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
6. **Effective Date.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded, repealed, replaced, or superseded.

**Passed and Adopted on March 21, 2024.**

**Attest:**

  
Assistant Secretary

**Lexington Oaks  
Community Development District**

  
Rick Carroll  
Chair of the Board of Supervisors

## **Exhibit A**

### **Parking and Towing Policy**

The Lexington Oaks Community Development District (the “**District**”) has adopted the following policy (the “**Policy**”) regarding the parking and towing of vehicles or vessels of any kind (as defined by section 715.07, Florida Statutes) on District-Owned Property. The term District-Owned Property shall include all Amenities, the parking lot, rights of ways, sidewalks, common areas, and stormwater ponds owned by the District. This Policy is in addition to, and exclusive of, various state laws, county regulations, or homeowners’ association standards governing parking.

#### **General Parking:**

1. There shall be no parking of vessels on any District-Owned Property.
2. Parking of vehicles is only allowed from 6:01am-11:59pm in the Community Center parking lot. Vehicles may not be parked on any other District-Owned Property at any other time.
3. The District does not provide any security or monitoring for parked cars on District-Owned Property and assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.
4. No automobiles, motorcycles, trailers, or vehicles or vessels of any kind or nature may be parked overnight (12:01a.m. – 6:00 a.m., except as permitted by the District) on District-Owned Property.
5. There shall be no parking in areas designated with yellow curbs or in handicap parking spaces unless authorized by permit.
6. There shall be no double parking in any District spaces.
7. Any vehicle that, in the discretion of the District’s Board of Supervisors, poses a safety hazard shall be prohibited from parking on District-Owned Property. This includes, but is not limited to vans with ladders, tools, etc. attached to the outside of the vehicle without being properly secured and/or locked and vehicles over twenty (20) feet in length.
8. Unauthorized parking may result in being reported to the local authorities for trespassing.
9. Violations of these policies may result in suspension of Amenities privileges.

#### **Overnight /Extended Parking:**

1. Residents or Renters may request an overnight/extended parking pass (“**Overnight Parking Pass**”) to park at the Community Center parking lot by making a reservation in-person at the Community Center Office. Availability is on a first come, first serve basis.
2. The Overnight Parking Pass must be placed on the driver’s side dashboard of the vehicle.
3. Any vehicle parked longer than the time period permitted by the Overnight Parking Pass, will be towed at the owner’s expense.
4. Due to limited space in the parking lot, the only spots available for overnight parking are the three (3) parking spaces closest to the dumpster area.
5. Overnight Parking Passes will be valid for a period of up to five (5) consecutive days at a time.
6. Only one (1) Overnight Parking Pass per household may be requested at a time.
7. A maximum of three (3) Overnight Parking Passes will be issued per household, per year.

#### **Towing from District-Owned Property:**

1. Any vehicle or vessel that is parked on District-Owned Property in violation of this policy or applicable regulatory requirements may be towed, at the sole expense of the owner, in accordance with applicable laws and regulations (including Section 715.07, Florida Statutes).
2. The towing operator with whom the District enters into a towing authorization agreement (the “**Towing Operator**”) may receive authorization to tow from the District Manager, District Chair, or their designee.

**This policy was adopted by Resolution 2024-04 on March 21, 2024.**



## District Playground Rules

1. The Playground is accessible only to members with valid **ACCESS CONTROL CREDENTIALS**.
2. The Playground is for the sole benefit of Lexington Oaks residents and their guests.
3. Playground operating hours start at dawn and end at dusk.
4. Playground is actively monitored after operating hours and violations of rules will prompt security measures and violations may result in suspension.
5. Anyone caught vandalizing or defacing Playground property will be prosecuted.
6. Playground equipment is designed for youth 12 years and under.
7. Any damaged and / or unsafe equipment shall immediately be reported to the Community Center Director or the Staff.
8. **NO GLASS** containers are allowed in the Playground area.
9. **NO SMOKING/VAPING** shall be permitted in the Playground area.
10. **NO PETS** are allowed in the Playground area with the exception of working service animals.
11. Loud and abusive language is prohibited.
12. Alcoholic beverages are not permitted in Playground.
13. Children 13 years of age or under **must be supervised by an adult** (18 years or older) while in the playground area.



## **DISTRICT PUBLIC RECORDS REQUESTS & COPY COSTS**

The Lexington Oaks Community Development District (the "District") will provide access and/or copies of District records (except exempt records) to any person upon receipt of a written request by the District Manager and payment of the reproduction costs set forth below, if applicable, all in accordance with requirements of Chapter 119, Florida Statutes. All such records shall be made available by the District for inspection and review at the location where the records are maintained, including the offices of the District and the District Manager.

1. Copy or reproduction costs shall be 15¢ per page, up to 8.5" x 14" in size, and 20¢ per page (same size) for two (2) sided copies. For all other copies, the cost shall be the actual cost of duplication of the record.
2. If the nature or volume of records requested to be inspected or copied requires extensive use of information technology resources or extensive clerical or supervisory assistance by the personnel of the District or the District Manager, or both, the District may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and based on the actual cost incurred for such extensive use of information technology resources or the labor cost of personnel providing the services, or both.
3. In the case of requests for review and/or copies of electronic surveillance records from the District's security cameras and security system (except exempt records), which requires the extensive use of information technology resources and extensive clerical or supervisory assistance, a special service charge will be made to the requesting party at the rate of \$12.50 per half hour (\$25.00 per hour), for each half hour or part thereof required. The requesting party shall be required to pay an advance deposit before the records are reviewed, which deposit shall be credited against the special service charge incurred. The Board of Supervisors has determined that the special service charge for the review and/or copies of such records is comparable to the actual cost incurred by the District.
4. The cost for copies of other records shall be as provided for in Chapter 119, Florida Statutes.



## **Recreation Amenities Suspension Policy**

The Lexington Oaks Community Development District (the "District") operates and maintains certain recreational amenities pursuant to its authority under section 190.012(2)(a), Florida Statutes. The District's recreational amenities, include but are not limited to a clubhouse, swimming pool, fitness center, tennis courts and parks (the "District Amenities"), and exist to provide recreational services and activities for its residents, guests and other users (the "User").

The District has established rules and/or policies (the "Rules") governing the use of the District Amenities. Users who violate the District's Rules may be subject to warnings and/or suspension of their rights to use the District Amenities, including immediate suspension by the District Manager (or the Manager's designee). Violations of the District's Rules, including repeat violations, shall be recorded on written incident reports maintained by the District Manager (or the Manager's designee) and shall include the date, time, name of the parties involved, and nature of the violation.

In the event of an incident warranting immediate suspension for the failure or refusal to abide by the Rules, the District Manager (or the Manager's Designee) shall ask the User to leave the District Amenities immediately, and shall call local law enforcement for assistance if the User fails to comply with the request.

In the case of an immediate suspension or a recommendation for suspension, the District's governing Board of Supervisors (the "Board") shall determine the appropriate period of the suspension at a regular meeting of the Board occurring at least seven (7) days after the date of hand delivery or mailing by U.S. Mail, First Class, of a written notice to the User. The written notice shall inform the User of the date, time and place of such meeting, and that the User shall be entitled to address the Board about the violation and suspension. The Board will consider the nature of the conduct, the frequency of the violation(s), and other relevant information before making a decision on suspension of the User's rights.

The suspended User may not use the District Amenities until the suspension expires. The District Manager (or the Manager's designee) may call local law enforcement to report that the suspended User is trespassing if that person attempts to use the District Amenities prior to the expiration of the suspension.

Statutory Authority: Section 190.011(15), Florida Statutes.

Adopted: \_\_\_\_\_