



**VIVID SHORES
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
JUNE 8, 2026
11:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.vividshorescdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
VIVID SHORES
COMMUNITY DEVELOPMENT DISTRICT
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134
REGULAR BOARD MEETING
June 8, 2026
11:00 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. April 13, 2026 Regular Board Meeting Minutes.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Resolution No. 2026-03 – Adopting a Fiscal Year 2026/2027 Proposed Budget...Page 4
 - 2. Consider Approval of Maintenance Agreement between the District and the HOA.....Page 12
- I. Administrative Matters
- J. Board Member Comments
- K. Adjourn

Publication Date
2026-05-24

Subcategory
Miscellaneous Notices

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING

The Board of Supervisors (Board) for the Vivid Shores Community Development District (District) will hold a Regular Board Meeting (Meeting) on June 8, 2026, at 11:00 a.m. at the Offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 where the Board may consider other business that may properly come before it. A copy of the agenda may be obtained on the Districts website (www.vividshorescdd.org) or at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 (District Managers Office), during normal business hours.

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The Meeting may be continued in progress to a date, time certain, and place to be specified on the record at the Meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the Meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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 such appeal is to be based.

Michelle Krizen

District Manager

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

www.vividshorescdd.org

May 24, 2026 #12345918

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 13, 2026**

A. CALL TO ORDER

The Vivid Shores Community Development District (the “District”) Regular Board Meeting of April 13, 2026, was called to order at 11:00 a.m. at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on April 3, 2026, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairman	Scott Brooks	Present
Vice Chairperson	Laura Ray	Present
Supervisor	Naomi Robertson	Present
Supervisor	Jason Sawyer	Present via phone
Supervisor	Ned Dewhirst	Absent

Staff in attendance included the following:

District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Alyssa Willson (via phone)	Kutak Rock
District Engineer	Jackie Larocque (via phone)	Atwell Engineering

Also present were Kim Morton and Pat Butler.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public at this time.

F. APPROVAL OF MINUTES

1. March 9, 2026, Regular Board Meeting

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously approving the minutes of the March 9, 2026, Regular Board Meeting, as presented.

G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Consider Maintenance Agreement

This item was tabled but the following update was given. The plat is awaiting a final from the County. There will be an easement for recreational purposes which the District will maintain for stormwater management purposes and the HOA will maintain for recreational purposes. The HOA will have the authority to call to have gators removed .

I. ADMINISTRATIVE MATTERS

The next meeting will be May 11, 2026, and will include the proposed budget.

Mr. Butler was able to confirm that a Passarella agreement was not required for the preserves.

J. BOARD MEMBER COMMENTS

The Board was advised that 30 homes had been sold with closings anticipated in September 2027.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously adjourning the Regular Board Meeting at 11:09 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2026/2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2026/2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Vivid Shores Community Development District (“**District**”) the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.
2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2026
TIME: _____ 11:00 A.M.
LOCATION: 24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 8th DAY OF June, 2026.

ATTEST:

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A

Proposed Budget

Vivid Shores
Community Development District

**Proposed Budget For
Fiscal Year 2026/2027
October 1, 2026 - September 30, 2027**

CONTENTS

- I PROPOSED BUDGET**
- II DETAILED PROPOSED BUDGET**
- III DETAILED PROPOSED DEBT SERVICE FUND BUDGET**
- IV ASSESSMENT COMPARISON**

PROPOSED BUDGET
VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2026/2027 BUDGET
REVENUES	
O&M (Operation & Maintenance) Assessments	192,000
Developer Contribution	0
Debt Assessments	1,198,681
Interest Income	240
TOTAL REVENUES	\$ 1,390,921
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	2,400
Payroll Taxes (Employer)	192
Management	36,000
Legal	20,000
Assessment Roll	5,000
Audit Fees	4,500
Arbitrage Rebate Fee	650
Insurance	7,600
Legal Advertisements	10,000
Miscellaneous	1,028
Postage	300
Office Supplies	1,000
Dues & Subscriptions	175
Website Management & ADA Compliance	3,000
Trustee Fees	4,500
Dissemination Services	3,500
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	\$ 100,845
Maintenance Expenditures	
Engineering/Inspections	4,000
Landscaping	3,750
Perimeter Wall	0
Off-Site Road Maintenance/Reserve	0
Lake Bank Maintenance	3,500
Preserve Maintenance	70,000
Total Maintenance Expenditures	\$ 81,250
Total O&M Expenditures	\$ 182,095
REVENUES LESS EXPENDITURES	\$ 1,208,826
Bond Payments	(1,137,835)
BALANCE	\$ 70,991
County Appraiser & Tax Collector Fee	(15,994)
Discounts For Early Payments	(54,997)
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
REVENUES				
O&M (Operation & Maintenance) Assessments	0	0	192,000	Expenditures Less Interest & Carryover/.9484
Developer Contribution	19,700	182,095	0	Developer Contribution
Debt Assessments	0	0	1,198,681	Bond Payments/.9484
Interest Income	0	200	240	Interest Projected At \$20 Per Month
TOTAL REVENUES	\$ 19,700	\$ 182,295	\$ 1,390,921	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	2,400	2,400	Supervisor Fees
Payroll Taxes (Employer)	0	192	192	8% Of Supervisor Fees
Management	0	36,000	36,000	Twelve Months X \$3,000
Legal	11,527	24,000	20,000	\$4,000 Decrease From 2025/2026 Budget
Assessment Roll	0	5,000	5,000	Fee For 2026 (11-1-26) Assessment Roll
Audit Fees	0	0	4,500	Commences In Fiscal Year Following Issuing Of Bond
Arbitrage Rebate Fee	0	0	650	Commences In Fiscal Year Following Issuing Of Bond
Insurance	0	6,500	7,600	FY 25/26 Expenditure Was \$6,649
Legal Advertisements	276	24,000	10,000	\$14,000 Decrease From 2025/2026 Budget
Miscellaneous	0	2,500	1,028	\$1,472 Decrease From 2025/2026 Budget
Postage	0	300	300	No Change From 2025/2026 Budget
Office Supplies	0	1,200	1,000	\$200 Decrease From 2025/2026 Budget
Dues & Subscriptions	75	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	0	3,000	3,000	Twelve Months X \$250
Trustee Fees	0	0	4,500	Commences In Fiscal Year Following Issuing Of Bond
Dissemination Services	0	0	3,500	Required By Bond Underwriter
Continuing Disclosure Fee	0	0	1,000	Commences In Fiscal Year Following Issuing Of Bond
Total Administrative Expenditures	\$ 11,878	\$ 105,267	\$ 100,845	
Maintenance Expenditures				
Engineering/Inspections	0	15,400	4,000	Engineering/Inspections
Landscaping	0	30,828	3,750	Landscaping
Perimeter Wall	0	0	0	Perimeter Wall
Off-Site Road Maintenance/Reserve	0	0	0	Off-Site Road Maintenance/Reserve
Lake Bank Maintenance	0	15,400	3,500	Lake Bank Maintenance
Preserve Maintenance	0	15,400	70,000	Preserve Maintenance
Total Maintenance Expenditures	\$ -	\$ 77,028	\$ 81,250	
Total O&M Expenditures	\$ 11,878	\$ 182,295	\$ 182,095	
REVENUES LESS EXPENDITURES	\$ 7,822	\$ -	\$ 1,208,826	
Bond Payments	0	0	(1,137,835)	2027 Principal & Interest Payments
BALANCE	\$ 7,822	\$ -	\$ 70,991	
County Appraiser & Tax Collector Fee	0	0	(15,994)	One Percent Of Total Assessment Roll + Per Parcel Collection Fee
Discounts For Early Payments	0	0	(54,997)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 7,822	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET (SERIES 2025)

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027

OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	1,000	Projected Interest For 2026/2027
NAV Tax Collection	0	0	1,137,835	Maximum Debt Service Collection
Prepaid Bond Collection	0	0	0	
Total Revenues	\$ -	\$ -	\$ 1,138,835	
EXPENDITURES				
Principal Payments	0	0	255,000	Principal Payment Due In 2027
Interest Payments	0	0	882,685	Interest Payment Due In 2027
Bond Redemption	0	0	1,150	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 1,138,835	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Note: Capitalized Interest Set-up Through May 2026.

Series 2025 Bond Information

Original Par Amount = \$16,765,000 Annual Principal Payments Due = May 1st

Interest Rate = 4.000% - 5.625% Annual Interest Payments Due = May 1st & November 1st

Issue Date = December 2025

Maturity Date = May 2056

Par Amount As Of 1/1/26 = \$16,765,000

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON**

	Fiscal Year 2024/2025 Assessment*	Fiscal Year 2025/2026 Assessment*	Fiscal Year 2026/2027 Projected Assessment*
O & M For 52' Single Family Unit	\$ -	\$ -	\$ 500.00
<u>Debt For 52' Single Family Unit</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,464.86</u>
Total For 52' Single Family Unit	\$ -	\$ -	\$ 2,964.86
O & M For 66' Single Family Unit	\$ -	\$ -	\$ 500.00
<u>Debt For 66' Single Family Unit</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,128.48</u>
Total For 66' Single Family Unit	\$ -	\$ -	\$ 3,628.48
O & M For 76' Single Family Unit	\$ -	\$ -	\$ 500.00
<u>Debt For 76' Single Family Unit</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,602.49</u>
Total For 76' Single Family Unit	\$ -	\$ -	\$ 4,102.49
O & M For 90+' Single Family Unit	\$ -	\$ -	\$ 500.00
<u>Debt For 90+' Single Family Unit</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,266.11</u>
Total For 90+' Single Family Unit	\$ -	\$ -	\$ 4,766.11

* Assessments Include the Following:

- 4% Discount for Early Payments
- County Tax Collector Fee
- County Property Appraiser Fee

Community Information (2025 Bond):

52' Single Family Units: 112
 66' Single Family Units: 188
 76' Single Family Units: 36
90+' Single Family Units: 48
 Total: 384 Units

AGREEMENT FOR MAINTENANCE OF DISTRICT IMPROVEMENTS

THIS AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 2026, by and between:

Vivid Shores Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Bonita Springs, Lee County, Florida, and whose mailing address is c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”); and

Vivid Shores Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 (“**Association**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the City Commission of the City of Bonita Springs, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, including lakes, preserve areas and perimeter wall improvements, as well as other improvements; and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the improvements, including lake maintenance services, as described in **Exhibit A**, as such shall be amended from time to time, attached hereto (“**Work**”), across the lands owned by the District (“**Property**”); and

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless whether such Work is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of fulltime on-site operation and maintenance personnel, the District desires to enter into an agreement with the Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF WORK.

- A. *Work.*** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. *Inspection.*** Association shall conduct monthly, regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. *Treatment.*** To prevent unacceptable infestations of nuisance vegetation or algae from becoming established, the Association will take acceptable steps to provide, or cause to be provided, regular herbicide treatments conducted by a State-certified applicator. Association shall provide for landscaping and irrigation maintenance services accordance with community-wide standards and applicable law.
- D. *Repair and Maintenance.*** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property as more specifically described in **Exhibit A**. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- E. *Investigation and Report of Accidents/Claims.*** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- F. *Adherence to District Rules, Regulations and Policies.*** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules,

regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

- G. *Care of the District's Improvements.*** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates. The District and Association acknowledge that the Association has certain easement rights for recreational use of certain District Property. Association shall conduct all activities pursuant to such easement rights in a manner consistent with all applicable governmental requirements and shall be responsible for repair of any damage to District Property as a result of any recreational use of the District Property. In the event of Association failure to repair any such damage, the District may conduct such repairs and submit an invoice to the Association which Association shall pay within thirty (30) days.
- H. *Staffing and Billing.*** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- I. *Designation of District Representative.*** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- J. *Reports.*** The Association agrees to meet with the District's representative no less than one time per quarter to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.
- K. *Reporting of Wildlife.*** Pursuant to this Agreement, the District authorizes the Association to report sighting of nuisance alligators within and around the District Property in accordance with the Statewide Nuisance Alligator Program or otherwise in accordance with Florida law.

SECTION 3. COMPENSATION. The Association shall annually budget and collect assessments to provide the Work which shall be at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, 2026 (“**Initial Term**”). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. INSURANCE. The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker’s Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Association’s performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a “self-help” remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing

contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District. All other permits and licenses necessary for the Association to perform under this Agreement, shall be obtained and paid for by the Association.

SECTION 14. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 22. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State

of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Lee County, Florida.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O MICHELLE KRIZEN, SPECIAL DISTRICT SERVICES, INC., THE OAKS CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410; PHONE (561) 630-4922, AND E-MAIL MKRIZEN@SDSINC.ORG.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Witness:

**VIVID SHORES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Its: _____

Witness:

**VIVID SHORES HOMEOWNERS
ASSOCIATION, INC.**

By: _____

Its: _____

EXHIBIT A: Scope of Work

EXHIBIT A

SCOPE OF WORK

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District stormwater lake improvements located within the below-listed tracts, in accordance with the below-outlined maintenance program.

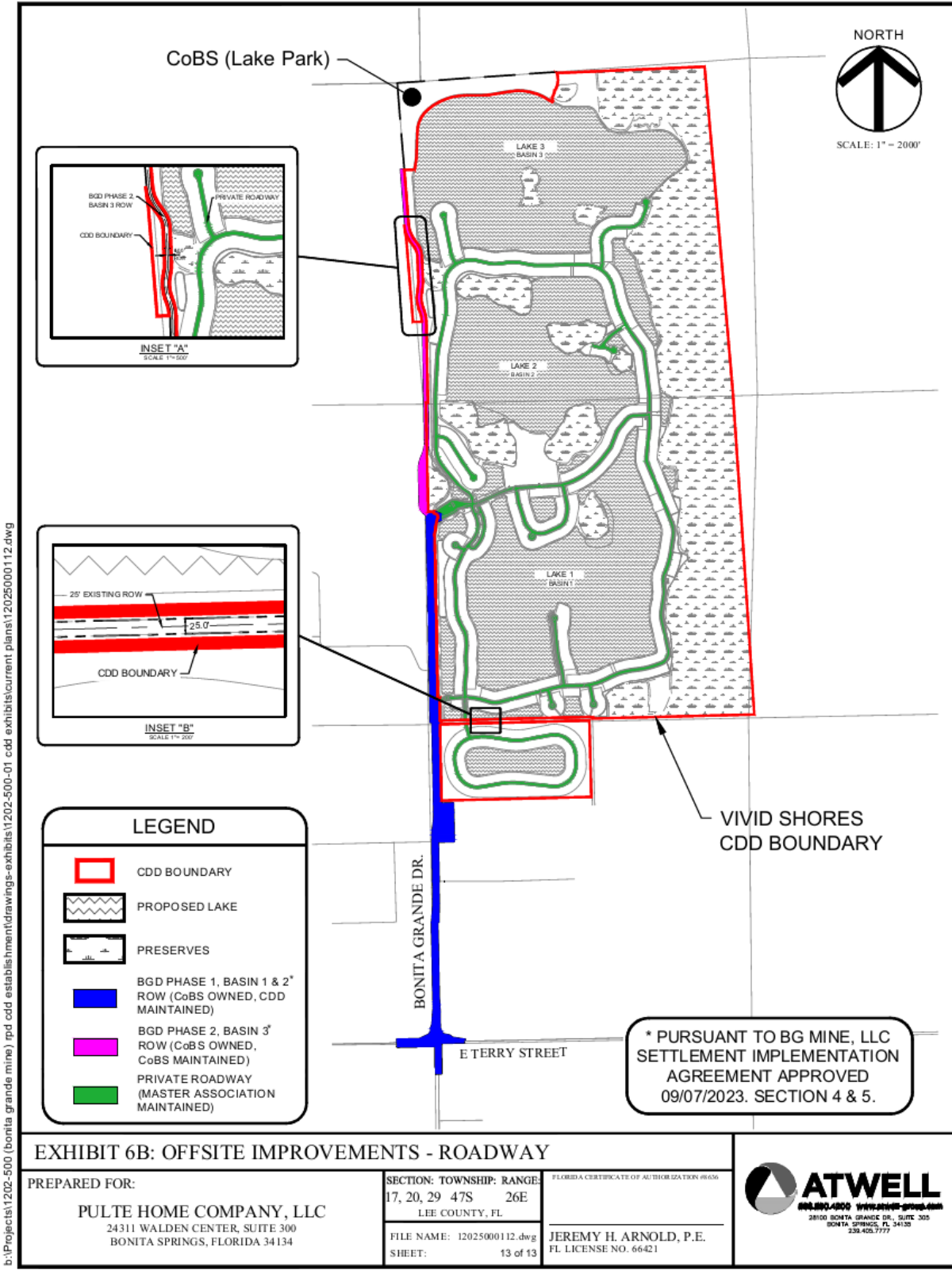
Tracts “L-1” and “L-1B” through “L-1I”, “L-2”, and “L-2B” though “L2E” inclusive, of the Vivid Shores, Phase 1, a Subdivision Lying in Sections 17, 20 and 29, Township 47 South, Range 26 East, City of Bonita Springs, Lee County, Florida, according to the plat thereof recorded as Instrument #2026000107041, Public Records of Lee County, Florida.

MAINTENANCE PROGRAM

The Association shall maintain the improvements located within the above-described District Property with regard to water quality, weed control and related items on a regular and as-needed basis to ensure in compliance with all federal, state, and governmental regulations. The District shall maintain the improvements located within the above-described District Property with regard to lake bank and erosion repairs. The Association shall conduct all aspects of the Lake recreation program pursuant to its easement rights within Tracts “L-1” and “L-1B” through “L-1I”, “L-2”, and “L-2B” though “L2E” inclusive, of the Vivid Shores, Phase 1, a Subdivision Lying in Sections 17, 20 and 29, Township 47 South, Range 26 East, City of Bonita Springs, Lee County, Florida, according to the plat thereof recorded as Instrument #2026000107041, Public Records of Lee County, Florida.

The Association shall maintain, repair and replace the landscaping and irrigation facilities located within the Phase One portion of the Bonita Grande Drive Extension as depicted below in blue. District shall maintain all other improvements including but not limited to asphalt, and curb within the Phase One portion of the Bonita Grande Drive Extension as depicted below unless otherwise maintained by the City of Bonita Springs.

Pulte Home Company, LLC, intends to convey the preserve areas located within tracts “P-I”, “P-K”, “P-P”, “P-N & P-S”, and “P-E1” though “P-E3”, inclusive, of the Vivid Shores, Phase 1, a Subdivision Lying in Sections 17, 20 and 29, Township 47 South, Range 26 East, City of Bonita Springs, Lee County, Florida, according to the plat thereof recorded as Instrument #2026000107041, Public Records of Lee County, Florida. Upon conveyance, the District shall maintain the District Preserve Areas in accordance with all with all federal, state, and governmental regulations. The District will maintain the perimeter wall improvements.



b:\Projects\1202-500 (bonita grande mine).rd cdd establishment\drawings-exhibits\1202-500-01 cdd exhibits\current plans\12025000112.dwg

EXHIBIT 6B: OFFSITE IMPROVEMENTS - ROADWAY

PREPARED FOR:
PULTE HOME COMPANY, LLC
24311 WALDEN CENTER, SUITE 300
BONITA SPRINGS, FLORIDA 34134

SECTION: TOWNSHIP: RANGE:
17, 20, 29 47S 26E
LEE COUNTY, FL
FILE NAME: 12025000112.dwg
SHEET: 13 of 13

FLORIDA CERTIFICATE OF AUTHORIZATION #6656
JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

