



**VIVID SHORES
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
AUGUST 10, 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 & PUBLIC HEARING
August 10, 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. June 8, 2026 Regular Board Meeting Minutes.....Page 3
- G. Public Hearing
 - 1. Proof of Publication.....Page 6
 - 2. Receive Public Comments on Fiscal Year 2026/2027
 - 3. Consider Resolution No. 2026-04 – Adopting a Fiscal Year 2026/2027 Final Budget.....Page 8
 - 4. Consider Resolution No. 2026-05 – Adopting a Fiscal Year 2026/2027 Annual Assessment...Page 18
- H. Old Business
- I. New Business
 - 1. Consider Approval of Fiscal Year 2026/2027 Funding Agreement.....Page 23
 - 2. Consider Resolution No. 2026-06 – Adopting a Fiscal Year 2026/2027 Meeting Schedule.....Page 33
 - 3. Consider Approval of Maintenance Agreement between the District and the HOA.....Page 35
 - 4. Consider Appointment of Audit Committee & Approval of Evaluation Criteria.....Page 46
- J. Administrative Matters
- K. Board Member Comments
- L. Adjourn

2026-07-21

Miscellaneous Notices

Vivid Shores CDD - Notice of Public Hearings on Budget, Impose O&M, Adopt Assess Roll, Levy...& Reg Board
Mtg of August 10, 2026

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2027 BUDGET; NOTICE OF PUBLIC HEARINGS TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL; THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors ("Board") for the Vivid Shores Community Development District ("District") will hold the following public hearings and regular meeting:

DATE:	August 10, 2026
TIME:	11:00 a.m.
LOCATION:	Public Offices 2431N Wadson Center Drive, Suite 300 Bonita Springs, Florida 34134

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"). The second public hearing is being held pursuant to Chapters 190, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District to fund the Proposed Budget for FY 2027; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District imposes O&M Assessments on benefitting property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedules of the proposed O&M Assessments, which are subject to change at the hearing:

1. Schedule of O&M Assessments:

Land Use	Total Units / Acres	EALU/ERU Factor	Proposed Annual O&M Assessment*
52' Single Family	112	1	\$500
66' Single Family	188	1	\$500
76' Single Family	36	1	\$500
90+ Single Family	48	1	\$500

*Includes collection costs and early payment discounts

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT (EALU/ERU) FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Lee County ("County") Tax Collector on the tax bill. Moreover, pursuant to Section 197.32(2)(d), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.32(2)(d), *Florida Statutes*, is met. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

For FY 2027 the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments on the remaining benefitting property, if any, by sending out a bill at least thirty (30) days prior to the first Assessment due date. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

All public hearings and meetings are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, (866) 630-4922 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://vividshorescd.org/>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings or meeting to advise that you are hearing or speech impaired, please contact the Florida Relay Service by dialing 711 or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that they 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.

District Manager

www.vividshorescd.org

PUBLISHED: FORT MYERS NEWS PRESS 07/21/26

Publication Date
2026-07-28

Subcategory
Miscellaneous Notices

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2027 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (Board) of the Vivid Shores Community Development District (District) will hold a public hearing and regular meeting as follows:

DATE: August 10, 2026

TIME: 11:30 a.m.

LOCATION: Pulte Offices

24311 Walden Center Drive, Suite 300

Bonita Springs, Florida 34134

The purpose of the public hearing is to receive comments and objections on the adoption of the Districts proposed budget(s) for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (Proposed Budget). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained 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, or by visiting the Districts website at <https://www.vividshorescdd.org/>.

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

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the public hearing and 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 public hearing or 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.

District Manager

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

www.vividshorescdd.org

7/28/2026

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JUNE 8, 2026**

A. CALL TO ORDER

The Vivid Shores Community Development District (the “District”) Regular Board Meeting of June 8, 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 May 24, 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	Atwell Engineering
Bond Counsel	Steve Sanford	Greenberg Traurig

Also present was Joey Poelker via phone.

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. April 13, 2026, Regular Board Meeting

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously approving the minutes of the April 13, 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 Resolution No. 2026-03 – Adopting a Fiscal Year 2026/2027 Proposed Budget

Resolution No. 2026-03 was presented, entitled:

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.

A **motion** was made by Mr. Brooks, seconded by Ms. Robertson and passed unanimously adopting Resolution No. 2026-03, as presented, setting the public hearing for august 10, 2026.

2. Consider Maintenance Agreement between the District and the HOA

The District will maintain the asphalt and curb in accordance with the agreement with the City. The HOA will maintain the landscaping and irrigation. This might require a partial assignment or standalone interlocal agreement. The lake banks need to be addressed in the agreement.

This item was tabled until the August meeting.

I. ADMINISTRATIVE MATTERS

The final take down is January 2027 with bond issuance to follow.

J. BOARD MEMBER COMMENTS

There were no further Board Member comments.

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 11:17 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

2026-07-21

Miscellaneous Notices

Vivid Shores CDD - Notice of Public Hearings on Budget, Impose O&M, Adopt Assess Roll, Levy...& Reg Board Mtg of August 10, 2026

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2027 BUDGET; NOTICE OF PUBLIC HEARINGS TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL; THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors ("Board") for the Vivid Shores Community Development District ("District") will hold the following public hearings and regular meeting:

DATE:	August 10, 2026
TIME:	11:00 a.m.
LOCATION:	Public Offices 2431N Weldon Center Drive, Suite 300 Bonita Springs, Florida 34134

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"). The second public hearing is being held pursuant to Chapters 190, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District to fund the Proposed Budget for FY 2027; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District imposes O&M Assessments on benefitting property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedules of the proposed O&M Assessments, which are subject to change at the hearing:

1. Schedule of O&M Assessments:

Land Use	Total Units / Acres	EALU/ERU Factor	Proposed Annual O&M Assessment*
52' Single Family	112	1	\$500
66' Single Family	188	1	\$500
76' Single Family	36	1	\$500
90+ Single Family	48	1	\$500

*Includes collection costs and early payment discounts

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT (EALU/ERU) FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Lee County ("County") Tax Collector on the tax bill. Moreover, pursuant to Section 197.35(2)(d), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.35(2)(d), Florida Statutes, is met. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

For FY 2027 the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments on the remaining benefitting property, if any, by sending out a bill at least thirty (30) days prior to the first Assessment due date. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

All public hearings and meetings are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, (866) 630-4922 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://vividshorescd.org/>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 711 or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that they 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.

District Manager

A detailed site map of a residential development. The map shows several lots, some of which are shaded in grey. Labels indicate boundaries: 'VIVID SHORES CD BOUNDARY' appears twice along the top edge. Other labels include 'DEWEY ROAD' running vertically on the left side, 'VIVID SHORES CD BOUNDARY' along the bottom edge, and 'VIVID SHORES CD BOUNDARY' near a building footprint on the right. A north arrow is located in the upper right corner. In the lower right corner, there is a logo for 'ARTWELL' and a small rectangular box containing the text 'FURNISH & INSTALLATION'. Below the map, there is a legend box with the heading 'LEGEND' and two entries: 'EXISTING LOT LINES' represented by a dashed line and 'PROPOSED LOT LINES' represented by a solid line.

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

www.vividshorescd.org

PUBLISHED: FORT MYERS NEWS PRESS 07/21/26

Publication Date
2026-07-28

Subcategory
Miscellaneous Notices

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2027 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (Board) of the Vivid Shores Community Development District (District) will hold a public hearing and regular meeting as follows:

DATE: August 10, 2026

TIME: 11:30 a.m.

LOCATION: Pulte Offices

24311 Walden Center Drive, Suite 300

Bonita Springs, Florida 34134

The purpose of the public hearing is to receive comments and objections on the adoption of the Districts proposed budget(s) for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (Proposed Budget). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained 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, or by visiting the Districts website at <https://www.vividshorescdd.org/>.

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

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the public hearing and 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 public hearing or 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.

District Manager

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

www.vividshorescdd.org

7/28/2026

RESOLUTION 2026-04
[FY 2026/2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN 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**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Vivid Shores Community Development District for the Fiscal Year Ending September 30, 2027."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026/2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026/2027 or within 60 days following the end of the FY 2026/2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. 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.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 10TH DAY OF AUGUST, 2026.

ATTEST:

**VIVID SHORES COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: FY 2026/2027 Budget

Exhibit A

FY 2026/2027 Budget

Vivid Shores
Community Development District

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

CONTENTS

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

FINAL 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 (2025)	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	0
Perimeter Wall	0
Off-Site Road Maintenance/Reserve	3,750
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 (2025)	(1,137,835)
BALANCE	\$ 70,991
County Appraiser & Tax Collector Fee	(15,994)
Discounts For Early Payments	(54,997)
EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL 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 (2025)	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	0	Line Item Eliminated
Perimeter Wall	0	0	0	Perimeter Wall
Off-Site Road Maintenance/Reserve	0	0	3,750	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 (2025)	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 FINAL DEBT SERVICE FUND BUDGET (SERIES 2025)

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027

OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2024/2025	2025/2026	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

RESOLUTION 2026-05
[FY 2026/2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026/2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Vivid Shores Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Lee County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2026/2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
- 3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2026/2027 installment of the District’s previously levied debt service special assessments (“**Debt Assessments**,” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
- 4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Future Collection Methods.** The District’s decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- 5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.
- 6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **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 10th day of August, 2026.

ATTEST:

**VIVID SHORES COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

Exhibit A

Budget

Exhibit B

Assessment Roll

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 FUNDING AGREEMENT**

This agreement (the “**Agreement**”) is made and entered into this ____ day of August, 2026, by and between:

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

Pulte Home Company, LLC, a Michigan limited liability company and the owner of property located within the boundaries of the District (the “**Developer**”) with a mailing address of 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326.

RECITALS

WHEREAS, the District was established by Ordinance 25-11, adopted by the City Council of the City of Bonita Springs, Florida, effective September 17, 2026, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2026/2027, beginning October 1, 2026 and ending September 30, 2027 (the “**Budget**”); and

WHEREAS, this Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within thirty (30) days of written request by the District. Amendments to the Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise.

3. **ALTERNATIVE COLLECTION METHODS.** This Section provides for alternative methods of collection. In the event Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the Lee County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially

allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to levy and certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Lee County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** Neither the District nor Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of Developer under this Agreement, provided that no such assignment shall be valid where the assignment is being made for the purpose of avoiding Developer's obligations hereunder.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 3 and 4 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue

to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **GOVERNING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the exclusive jurisdiction of the appropriate courts of Lee County, Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties 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 the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

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

Attest:

**Vivid Shores Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

Witness:

**Pulte Home Company, LLC,
a Michigan limited liability company**

Witness

By: _____
Its: _____

EXHIBIT A: Property Description

EXHIBIT B: Fiscal Year 2026/2027 Budget

EXHIBIT A

Property Description

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.88°37'32"E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20, A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING**, ALSO BEING A POINT LYING ON THE EAST LINE OF PARCEL 211, AS DESCRIBED AND RECORDED IN INSTRUMENT 2026000107340 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE THE FOLLOWING SIX (6) CALLS ALONG SAID EAST LINE: (1) N.01°05'11"W., A DISTANCE OF 396.54 FEET; THENCE (2) S.88°54'49"W., A DISTANCE OF 30.00 FEET; THENCE (3) N.01°05'11"W., A DISTANCE OF 2715.54 FEET; THENCE (4) N.08°27'02"E., A DISTANCE OF 187.67 FEET; THENCE (5) N.60°09'56"E., A DISTANCE OF 87.92 FEET; THENCE (6) N.01°05'11"W., A DISTANCE OF 101.21 FEET TO A POINT LYING ON THE NORTH LINE OF SAID PARCEL 211; THENCE N.67°05'30"W., ALONG SAID NORTH LINE, A DISTANCE OF 99.91 FEET; THENCE S.88°54'51"W., ALONG SAID NORTH LINE, A DISTANCE OF 117.31 FEET TO A POINT LYING ON AN AGREED UPON LINE, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137, SAID PUBLIC RECORDS; THENCE N.01°05'35"W., ALONG SAID AGREED UPON LINE, A DISTANCE OF 984.47 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 19°38'06", AND A CHORD WHICH BEARS N.08°27'40"E. 180.74 FEET, SAID POINT LYING ON THE EAST LINE OF PARCEL 211B, AS DESCRIBED AND RECORDED IN SAID INSTRUMENT 2026000107340; THENCE NORTHEASTERLY ALONG SAID EAST LINE OF PARCEL 211B AND THE ARC OF SAID CURVE, A DISTANCE OF 181.63 FEET; THENCE N.01°04'13"W., ALONG SAID EAST LINE OF PARCEL 211B, A DISTANCE OF 641.39 FEET TO A POINT LYING ON THE EAST LINE OF PARCEL 22C, AS DESCRIBED AND RECORDED IN SAID INSTRUMENT 2026000107340; THENCE THE FOLLOWING ELEVEN (11) CALLS ALONG SAID EAST LINE OF SAID PARCEL 22C: (1) N.01°04'13"W., A DISTANCE OF 1342.33 FEET, CROSSING THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20, AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 18°28'36", AND A CHORD WHICH BEARS N.10°17'51"W. 170.17 FEET; THENCE (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 170.91 FEET; THENCE (3) N.19°32'09"W., A DISTANCE OF 74.64 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 29°39'20", AND A CHORD WHICH BEARS N.04°42'29"W. 240.56 FEET; THENCE (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 243.27 FEET; THENCE (5) N.10°07'11"E., A DISTANCE OF 57.33 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 12°29'25", AND A CHORD WHICH BEARS N.03°52'28"E. 115.31 FEET; THENCE (6) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 115.54 FEET; THENCE (7) N.02°22'14"W., A DISTANCE OF 444.34 FEET TO A POINT ON A CURVE

TO THE LEFT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 32°52'40", AND A CHORD WHICH BEARS N.18°48'34"W. 186.77 FEET; THENCE (8) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 189.36 FEET; THENCE (9) N.35°14'54"W., A DISTANCE OF 122.77 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 30°34'04", AND A CHORD WHICH BEARS N.19°56'34"W. 247.79 FEET; THENCE (10) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 250.75 FEET; THENCE (11) N.04°37'44"W., A DISTANCE OF 906.79 FEET TO A POINT LYING ON THE SOUTH BOUNDARY A PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2026000061394; THENCE THE FOLLOWING TWENTY-SIX (26) CALLS ALONG THE BOUNDARY OF SAID PARCEL OF LAND: (1) N.87°40'02"E., A DISTANCE OF 171.20 FEET; THENCE (2) N.10°30'10"E., A DISTANCE OF 122.05 FEET; THENCE (3) N.06°12'14"E., A DISTANCE OF 74.97 FEET; THENCE (4) N.01°54'16"E., A DISTANCE OF 434.19 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A CHORD WHICH BEARS N.26°06'46"E. 410.05 FEET, AND A CENTRAL ANGLE OF 48°24'56"; THENCE (5) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 422.51 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET, A CHORD WHICH BEARS N.70°09'32"E. 678.73 FEET, AND A CENTRAL ANGLE OF 39°40'36"; THENCE (6) EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 692.49 FEET; THENCE (7) N.89°59'50"E., A DISTANCE OF 282.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CHORD WHICH BEARS N.85°23'58"E. 80.16 FEET, AND A CENTRAL ANGLE OF 09°11'45"; THENCE (8) EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.25 FEET; THENCE (9) N.80°48'05"E., A DISTANCE OF 355.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 892.71 FEET, A CHORD WHICH BEARS S.77°23'28"E. 663.29 FEET, AND A CENTRAL ANGLE OF 43°37'01"; THENCE (10) EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 679.58 FEET; THENCE (11) S.60°41'36"E., A DISTANCE OF 57.31 FEET; THENCE (12) N.28°15'07"E., A DISTANCE OF 23.04 FEET; THENCE (13) N.11°11'18"W., A DISTANCE OF 33.40 FEET; THENCE (14) N.17°25'29"W., A DISTANCE OF 13.23 FEET; THENCE (15) N.21°34'52"E., A DISTANCE OF 27.20 FEET; THENCE (16) N.20°08'26"E., A DISTANCE OF 29.18 FEET; THENCE (17) N.22°42'58"E., A DISTANCE OF 29.56 FEET; THENCE (18) N.11°36'31"E., A DISTANCE OF 25.40 FEET; THENCE (19) N.24°10'14"E., A DISTANCE OF 22.68 FEET; THENCE (20) N.28°38'37"E., A DISTANCE OF 25.35 FEET; THENCE (21) N.25°55'11"E., A DISTANCE OF 26.12 FEET; THENCE (22) N.18°24'14"E., A DISTANCE OF 51.19 FEET; THENCE (23) N.09°08'13"E., A DISTANCE OF 45.21 FEET; THENCE (24) N.03°06'58"E., A DISTANCE OF 39.17 FEET; THENCE (25) N.04°51'46"W., A DISTANCE OF 66.75 FEET; THENCE (26) N.14°54'47"W., A DISTANCE OF 43.86 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.87°31'48"E., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2445.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S.04°58'39"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2688.80 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 17; THENCE S.04°58'06"E., ALONG THE EAST LINE OF THE

SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2688.81 FEET TO THE SOUTHEAST CORNER OF SECTION 17, ALSO BEING THE NORTHEAST CORNER OF SECTION 20; THENCE S.03°47'43"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20, A DISTANCE OF 2684.40 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE S.03°47'39"E., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2684.72 FEET TO THE SOUTHEAST CORNER OF SECTION 20; THENCE S.88°37'32"W., ALONG THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 2773.30 FEET; THENCE DEPART SAID SOUTH LINE OF SECTION 20, S.01°19'03" E., ALONG THE NORTHERLY EXTENSION THEREOF THE EASTERLY LINE OF SAID CERTAIN PARCEL IN OFFICIAL RECORDS INSTRUMENT NUMBER 2020000310163, A DISTANCE OF 1299.05 FEET; THENCE S.88°42'19" W., ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL IN OFFICIAL RECORDS INSTRUMENT NUMBER 2020000310163, A DISTANCE OF 2429.87 FEET TO THE INTERSECTION WITH THE EAST LINE OF PARCEL 209A, OF THE AFORESAID OFFICIAL RECORDS INSTRUMENT NUMBER 2026000107360; THENCE N.01°08'44" W., ALONG SAID EASTERLY LINE, AND THE EASTERLY EXTENSION THEREOF LINE OF SAID PARCEL 210A, A DISTANCE OF 1295.67 FEET TO THE **POINT OF BEGINNING**, BEING AND LYING IN A PORTION OF LOTS 1 THROUGH 16, AS DEPICTED AND RECORDED IN SUNCOAST ACRES, AN UNRECORDED PLAT AS REFERENCED IN OFFICIAL RECORDS INSTRUMENT BOOK 23, PAGE 113, OF SAID PUBLIC RECORDS AND IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA.

TOGETHER WITH - (PARCEL #1)

A PARCEL OF LAND LOCATED IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.88°37'32"E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20, A DISTANCE OF 130.00 FEET, TO A POINT LYING ON THE EAST LINE OF PARCEL 211, AS DESCRIBED AND RECORDED IN INSTRUMENT 2026000107340 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE THE FOLLOWING SIX (6) CALLS ALONG SAID EAST LINE: (1) N.01°05'11"W., A DISTANCE OF 396.54 FEET; (2) S.88°54'49"W., A DISTANCE OF 30.00 FEET; THENCE (3) N.01°05'11"W., A DISTANCE OF 2715.54 FEET; THENCE (4) N.08°27'02"E., A DISTANCE OF 187.67 FEET; THENCE (5) N.60°09'56"E., A DISTANCE OF 87.92 FEET; THENCE (6) N.01°05'11"W., A DISTANCE OF 101.21 FEET TO A POINT LYING ON THE NORTH LINE OF SAID PARCEL 211; THENCE N.67°05'30"W., ALONG SAID NORTH LINE, A DISTANCE OF 99.91 FEET; THENCE S.88°54'51"W., ALONG SAID NORTH LINE, A DISTANCE OF 117.31 FEET TO A POINT LYING ON AN AGREED UPON LINE , AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGE 3137 OF SAID PUBLIC RECORDS; THENCE N.01°05'35"W., ALONG SAID AGREED UPON LINE, A DISTANCE OF 1803.65 FEET TO A POINT LYING ON THE WEST LINE OF PARCEL 22C , AS DESCRIBED AND RECORDED IN SAID INSTRUMENT 2026000107340; THENCE THE FOLLOWING TWO (2) CALLS ALONG SAID AGREED UPON LINE: (1) N.01°03'33"W., ALSO ALONG SAID WEST LINE OF

PARCEL 22C, A DISTANCE OF 1339.84 FEET CROSSING THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20 AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE (2) S.89°01'18"W. A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO LYING ON SAID AGREED UPON LINE; THENCE THE FOLLOWING THREE (3) CALLS ALONG SAID AGREED UPON LINE: (1) S.89°01'18"W., A DISTANCE OF 161.18 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE (2) N.04°37'30"W., ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1348.90 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 17; THENCE (3) CONTINUE N.04°37'30"W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 261.24 FEET TO A POINT LYING ON THE WEST LINE OF SAID PARCEL 22C AND TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 30°36'36", AND A CHORD WHICH BEARS OF S.19°56'25"E., 279.79 FEET; THENCE THE FOLLOWING TEN (10) CALLS ALONG SAID WEST LINE OF PARCEL 22C: (1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 283.15 FEET; THENCE (2) S.35°14'54"E., A DISTANCE OF 122.40 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 32°52'40", AND A CHORD WHICH BEARS S.18°48'34"E. 152.82 FEET; THENCE (3) SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 154.93 FEET; THENCE (4) S.02°22'14"E., A DISTANCE OF 444.34 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 12°29'25", AND A CHORD WHICH BEARS S.03°52'28"W. 102.26 FEET; THENCE (5) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.46 FEET; THENCE (6) S.10°07'10"W., A DISTANCE OF 57.33 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 29°39'20", AND A CHORD WHICH BEARS S.04°42'29"E. 271.27 FEET; THENCE (7) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 274.32 FEET; THENCE (8) S.19°32'09"E., A DISTANCE OF 74.64 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 18°28'35", AND A CHORD WHICH BEARS S.10°17'51"E. 150.91 FEET; THENCE (9) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 151.56 FEET; THENCE (10) S.01°03'33"E., A DISTANCE OF 2.91 FEET TO A POINT LYING ON SAID AGREED UPON LINE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.
LESS AND EXCEPT

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.88°37'32"E., A DISTANCE OF 130.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO LYING ON THE NORTH LINE OF A 25' ROAD RIGHT OF WAY AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2020000310302 OF THE PUBLIC RECORDS OF LEE COUNTY; THENCE N.88°37'32"E., ALONG THE NORTH LINE OF SAID 25' ROAD

RIGHT OF WAY, A DISTANCE OF 2,425.99 FEET; THENCE S.01°19'03"E., DEPARTING THE NORTH LINE OF SAID 25' ROAD RIGHT OF WAY, A DISTANCE OF 25.99 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID 25' ROAD RIGHT WAY, SAID POINT ALSO LYING ON THE NORTH LINE OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2020000310163, OF SAID PUBLIC RECORDS; THENCE S.88°38'51"W., ALONG THE SOUTH LINE OF SAID 25' ROAD RIGHT OF WAY, A DISTANCE OF 2,426.06 FEET TO THE NORTHEAST CORNER OF PARCEL 210A AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2026000107360, OF SAID PUBLIC RECORDS; THENCE N.01°08'47"W., DEPARTING THE SOUTH LINE OF SAID 25' ROAD RIGHT OF WAY, A DISTANCE OF 25.05 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,
CONTAINING 56,408,228 SQUARE FEET, OR 1,294.95 ACRES, MORE OR LESS.

EXHIBIT B

Fiscal Year 2026/2027 Budget

RESOLUTION NO. 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2026/2027 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Vivid Shores Community Development District ("District") to establish a regular meeting schedule for fiscal year 2026/2027; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2026/2027 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT, LEE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2026/2027 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 10th day of August, 2026.

ATTEST:

**VIVID SHORES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027 REGULAR MEETING SCHEDULES**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Vivid Shores Community Development District will hold Regular Meetings in the offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 at 11:00 a.m. on the following dates:

**October 12, 2026
November 9, 2026
December 14, 2026
January 11, 2027
February 8, 2027
March 8, 2027
April 12, 2027
May 10, 2027
June 14, 2027
July 12, 2027
August 9, 2027
September 13, 2027**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (941) 223-2475 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT

www.vividshorescdd.org

PUBLISH: FORT MYERS NEWS PRESS

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 _____, _____, Florida _____ (“**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.

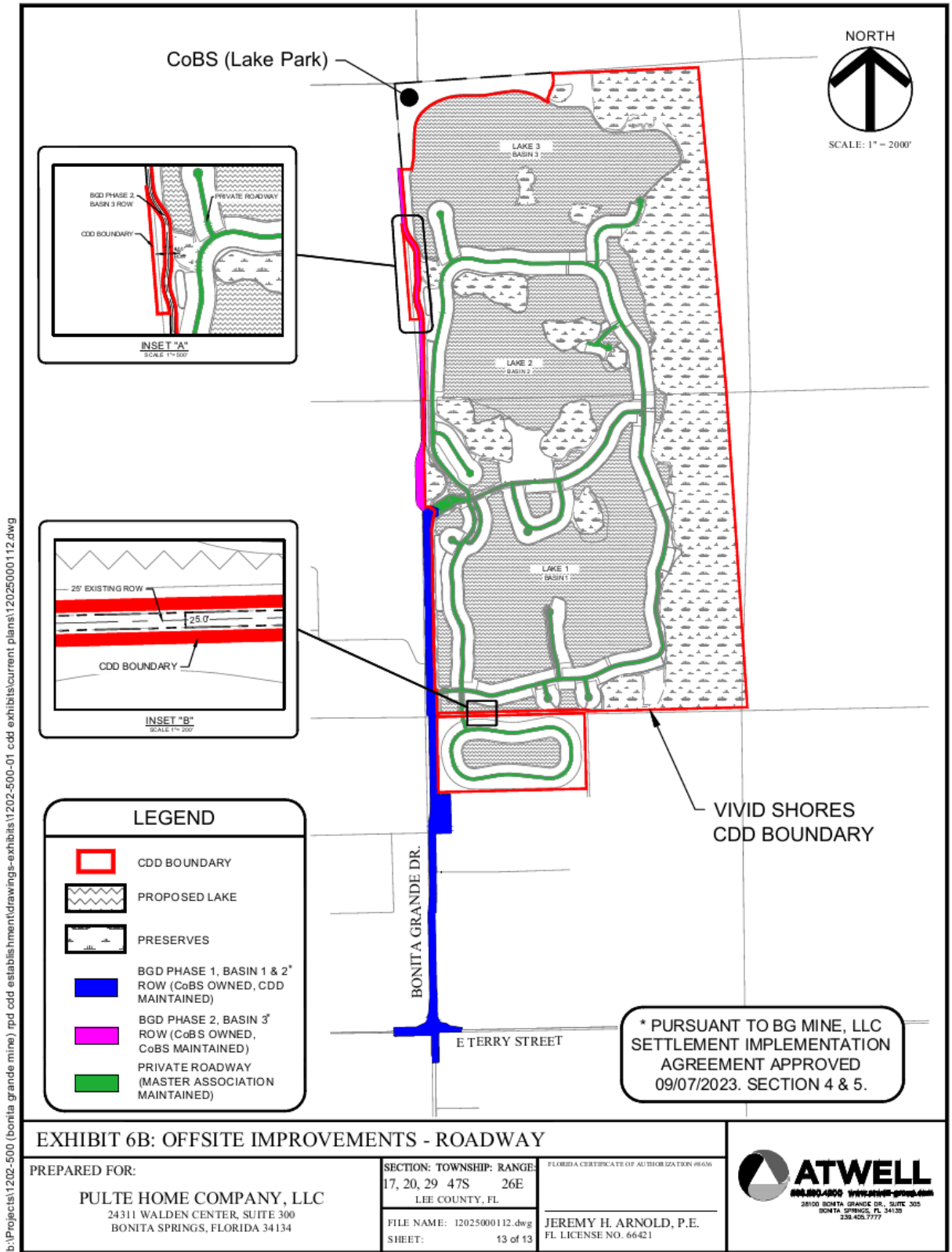
Tracts “L-1” and “L-1B” through “L-1I”, “L-2”, and “L-2B” though “L2E” inclusive, of the Vivid Shores, Phase 1, a Subdivision Lying in Sections 17, 20 and 29, Township 47 South, Range 26 East, City of Bonita Springs, Lee County, Florida, according to the plat thereof recorded as Instrument #2026000107041,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



**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2025/2026, 2026/2027 and 2027/2028
With Two Year Option (2028/2029 and 2029/2030)
Lee County, Florida**

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS**

SECTION 1. DUE DATE. Sealed proposals must be received no later than September 15, 2026 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is affirming its familiarity and understanding with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. REJECTION OF PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) copy of the Proposal Documents and one digital copy, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Vivid Shores Community Development District" on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. After proposals are opened by the District, no proposal may be withdrawn for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes or each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria 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 or protest with respect to the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

SECTION 15. REJECTION OF ALL PROPOSALS. The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.

**VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. *Ability of Personnel (10 Points).*

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer’s Experience (10 Points).*

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work (10 Points).*

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

4. *Ability to Furnish the Required Services (10 Points).*

Present ability to manage this project and the extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. *Price (10 Points).*

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.