

# *Sunstone Community Development District*

## **Board of Supervisors**

Nick Dister, Chairman  
Carlos de la Ossa, Vice Chairman  
Kyle Smith, Assistant Secretary  
Albert Viera, Assistant Secretary  
Mike Rainer, Assistant Secretary

Brian Lamb District Manager  
John Vericker, District Counsel  
Tonja Stewart, District Engineer

## **Public Hearings & Regular Meeting**

Wednesday, August 9, 2023, at 1:30 p.m.

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The Public Hearings and Regular Meetings of Sunstone Community Development District will be held on **August 9, 2023, at 1:30 p.m. at the Marion Baysinger Memorial County Library located at 756 W Broad St, Groveland, FL 34736.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

### **Join Zoom Meeting**

<https://zoom.us/j/92106480772?pwd=aS9NWjltQTJhNFZTdVlrdDdXVlVRUT09>

**Meeting ID: 921 0648 0772 Passcode: 706981**

## **PUBLIC HEARINGS AND REGULAR MEETINGS OF THE BOARD OF SUPERVISORS**

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. RECESS TO PUBLIC HEARINGS**
- 4. PUBLIC HEARING ON ADOPTING FISCAL YEAR 2023 FINAL BUDGET**
  - A. Open Public Hearing on Adopting Fiscal Year 2023 Final Budget
  - B. Staff Presentations
  - C. Public Comments
  - D. Consideration of Resolution 2023-29; Adopting Final Fiscal Year 2023 Budget ..... Tab 01
  - E. Consideration of Developer Funding Agreement for FY 2023 ..... Tab 02
  - F. Close Public Hearing on Adopting Fiscal Year 2023 Final Budget
- 5. PUBLIC HEARING ON ADOPTING FISCAL YEAR 2024 FINAL BUDGET**
  - A. Open Public Hearing on Adopting Fiscal Year 2024 Final Budget
  - B. Staff Presentations
  - C. Public Comments
  - D. Consideration of Resolution 2023-30; Adopting Final Fiscal Year 2024 Budget..... Tab 03
  - E. Consideration of Developer Funding Agreement for FY 2024 ..... Tab 04
  - F. Close Public Hearing on Adopting Fiscal Year 2024 Final Budget
- 6. RETURN AND PROCEED TO REGULAR MEETING**
- 7. BUSINESS ITEMS**
  - A. Consideration of Resolution 2023-31; Setting Fiscal Year 2024 Meeting.....Tab 05
  - B. General Matters of the District
- 8. STAFF REPORTS**
  - A. District Counsel
  - B. District Manager
  - C. District Engineer
- 9. PUBLIC COMMENTS**
- 10. ADJOURNMENT**

**RESOLUTION 2023-29**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNSTONE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING APRIL 3, 2023 (THE EFFECTIVE DATE OF THE ESTABLISHMENT ORDINANCE), AND ENDING SEPTEMBER 30, 2023; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager submitted to the Board of Supervisors (“**Board**”) of the Sunstone Community Development District (“**District**”) a proposed budget for the fiscal year beginning April 3, 2023 and ending September 30, 2023 (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

**WHEREAS**, the Board is required to adopt a resolution approving 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 pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

**WHEREAS**, **EPG Sunstone Development, LLC**, a Florida limited liability company (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2023 Budget as shown in the revenues line item of the FY 2023 Budget pursuant to a budget funding agreement; and

**WHEREAS**, **EPG Sunstone Holdings, LLC**, a Florida limited liability company, and its successors or assigns, (“**Landowner**”), as the landowner of certain lands within the District, has agreed to fund the FY 2023-2024 Budget as shown in the revenues line item of the FY 2023-2024 Budget pursuant to a budget funding agreement.

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

## Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, 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 and/or revised projections for fiscal year 2023.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Sunstone Community Development District for the Fiscal Year Beginning April 6, 2023, and Ending September 30, 2023".
- d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District, for the fiscal year beginning April 6, 2023, and ending September 30, 2023, the sum of **\$154,285.00**, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

**Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must

ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

**Section 4. Approving the Form of a Budget Funding Agreement with Developer.** The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

**Section 5. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 9, 2023.**

Attested By:

**Sunstone  
Community Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: FY 2023 Adopted Budget**

**Exhibit B: Form of Budget Funding Agreement with Developer**

**SUNSTONE COMMUNITY DEVELOPMENT DISTRICT**  
**REVENUE COLLECTION**

**Fiscal Year 2023 Proposed Operating Budget**

*May 1st - September 30th 2023*

**GENERAL FUND REVENUES**

**SPECIAL ASSESSMENTS - SERVICE CHARGES**

Operations & Maintenance Assmts-On Tax Roll	0.00
Operations & Maintenance Assmts-Off Tax Roll	165,785.00

**TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES** **\$165,785.00**

**CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES**

Landowner/Private Contributions	0.00
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**TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES** **\$0.00**

**OTHER MISCELLANEOUS REVENUES**

Miscellaneous GF 001	0.00
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**TOTAL OTHER MISCELLANEOUS REVENUES** **\$0.00**

**TOTAL REVENUES** **\$165,785.00**

**Notations:**

**(1) Revenues shown exclude County 2% collection cost and 4% early payment discount.**

# SUNSTONE COMMUNITY DEVELOPMENT DISTRICT

## ADMINISTRATION DETAIL

*May 1st - September 30th 2023*

### EXPENDITURES - ADMINSTRATIVE

#### FINANCIAL & ADMINISTRATIVE

Supervisor Fees	1,000.00
District Manager	12,500.00
District Engineer	9,500.00
Organizational Meeting/Initial Set up	4,000.00
Administration Services	2,250.00
Recording Secretary	1,200.00
ADA Website Set Up/Compliance	1,800.00
Website Maintenance	600.00
Accounting Services	6,000.00
Construction Accounting	3,000.00
Assessment Roll Preparation	0.00
Financial & Revenue Collections	1,750.00
Auditing Services	0.00
Dissemination Services	0.00
Arbitrage Rebate Reporting	0.00
Postage, Phone, Faxes, Copies	500.00
Public Officials Insurance	2,500.00
Legal Advertising	3,500.00
Bank Fees	200.00
Dues, Licenses, & Fees	175.00
Rentals and Leases	300.00
Office Supplies	100.00
Website Maintenance	600.00
Technology Services	300.00
Miscellaneous Fees	250.00

#### LEGAL COUNSEL

District Counsel	9,500.00
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#### TOTAL ADMINSTRATIVE

**\$61,525.00**

# SUNSTONE COMMUNITY DEVELOPMENT DISTRICT

## SITE OPERATIONS

May 1st - September 30th 2023

### EXPENDITURES - FIELD OPERATIONS

#### ELECTRIC UTILITY SERVICES

Electric Utility Services - Streetlights	30,000.00
Electric Utility Services - All Others	1,500.00

**TOTAL ELECTRIC UTILITY SERVICES \$31,500.00**

#### GARBAGE/SOLID WASTE SERVICES

Garbage Recreation Center	0.00
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**TOTAL GARBAGE/SOLID WASTE SERVICES \$0.00**

#### WATER-SEWER COMBINATION SERVICES

Water Utility Services	0.00
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**TOTAL WATER-SEWER COMBINATION SERVICES \$0.00**

#### STORMWATER CONTROL

Stormwater System Maintenance	7,500.00
Wetland Monitoring/Maintenance	7,500.00
Annual Stormwater Report	5,000.00

**TOTAL STORMWATER CONTROL \$20,000.00**

#### OTHER PHYSICAL ENVIRONMENT

Property & Casualty Insurance	12,500.00
General Liability Insurance	3,200.00
Entry & Wall Maintenance	1,500.00
Landscape Maintenance	60.00
Irrigation Maintenance	6,000.00
Landscape Mulch	7,500.00
Landscape Annuals	7,500.00
Plant Replacement Program	5,000.00
Miscellaneous Landscape	1,000.00

**TOTAL OTHER PHYSICAL ENVIRONMENT \$44,260.00**

#### ROAD & STREET FACILITIES

Pavement & Drainage Maintenance	0.00
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**TOTAL ROAD & STREET FACILITIES \$0.00**

#### PARKS AND RECREATION

Field Services	4,500.00
Facility Maintenance	0.00
On Site Staff	0.00
Pool Permits	0.00
Facility Janitorial Services	0.00
Facility Janitorial Supplies	0.00
Pool Service Contract	0.00
Pool Repairs	0.00
Facility A/C Maintenance	0.00
Telephone/Internet Services	0.00
Playground Equipment Maintenance	0.00
Access Control Maintenance	0.00
Dog Waste Station Service and Supplies	1,500.00
Holiday Decorations	0.00
Event Services & Supplies	0.00

**TOTAL PARKS AND RECREATION \$6,000.00**

#### Contingency

Miscellaneous Contingency	2,500.00
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**TOTAL CONTINGENCY \$2,500.00**

**TOTAL SITE OPERATIONS \$104,260.00**

**FY 2022-2023 Budget Funding Agreement**  
(Sunstone Community Development District)

This FY 2022-2023 Budget Funding Agreement (this “**Agreement**”) is made and entered into as of August 9, 2023, between the **Sunstone Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **EPG Sunstone Development, LLC**, a Florida limited liability company (the “**Developer**”), whose mailing address is 111 South Armenia Ave., Tampa, Florida 33609.

**Recitals**

**WHEREAS**, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

**WHEREAS**, the District is adopting its budget for fiscal year 2022-2023 as attached hereto as **Exhibit A** (the “**FY 2022-2023 Budget**”), which commenced on April 6, 2023 (the effective date of the establishment Ordinance) and concludes on September 30, 2023;

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2022-2023 Budget, and/or utilizing such other revenue sources as may be available to it;

**WHEREAS**, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2022-2023 Budget so long as payment is timely provided;

**WHEREAS**, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

**WHEREAS**, the Developer agrees that the activities of the District described in the FY 2022-2023 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2022-2023 Budget; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2022-2023 Budget.

**Operative Provisions**

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. Funding Obligations.** From time to time during the 2022-2023 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$ [REDACTED] in accordance with the FY 2022-2023 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.
- 2. FY 2023 Operations and Maintenance Reports, Budget Reports and Budget Amendments.** Each month during FY 2023, the Developer shall provide the District Manager with a written report on the



projected additions to the completed and developed phases within the District during FY 2023. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2023. The District and Developer agree that the FY 2022-2023 Budget shall be revised at the end of the 2023 fiscal year to reflect the actual expenditures of the District for the period beginning on April 3, 2023 and ending on September 30, 2023. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2022-2023 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2022-2023 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

**3. Right to Lien Property.**

- a. The District shall have the right to file a continuing lien (“**Lien**”) upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys’ fees, paralegals’ fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
- b. The Lien shall be effective as of the date and time of the recording of a “Notice of Lien for the FY 2022-2023 Budget” in the public records of county in which the District is located in, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
- c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.

**4. 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 to seek specific performance of the Developer’s payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

**5. Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney’s fees and costs, from the non-prevailing party.

**6. Governing 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 with venue in the county the District is located in.

**7. Interpretation.** 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.

8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2022-2023 fiscal year on September 30, 2023. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
9. **Third Parties.** This Agreement is solely for the benefit of the parties hereto 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.
10. **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 of the parties hereto.
11. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
12. **Authority.** 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.
13. **Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Sunstone Community  
Development District**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice-Chair of the Board of Supervisors

**EPG Sunstone Development, LLC,**  
a Florida limited liability company

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

**Exhibit A: FY 2022-2023 Budget**

## RESOLUTION 2023-30

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNSTONE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager submitted, prior to June 15<sup>th</sup>, to the Board of Supervisors (“**Board**”) of the Sunstone Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

**WHEREAS**, the Board is required to adopt a resolution approving 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 pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

**WHEREAS**, **EPG Sunstone Development, LLC**, a Florida limited liability company, and its successors or assigns, (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2023-2024 Budget as shown in the revenues line item of the FY 2023-2024 Budget pursuant to a budget funding agreement; and

**WHEREAS**, **EPG Sunstone Holdings, LLC**, a Florida limited liability company, and its successors or assigns, (“**Landowner**”), as the landowner of certain lands within the District, has agreed to fund the FY 2023-2024 Budget as shown in the revenues line item of the FY 2023-2024 Budget pursuant to a budget funding agreement.

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

## Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, 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 for fiscal year 2022-2023 and/or revised projections for fiscal year 2023-2024.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Sunstone Community Development District for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024".
- d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of **\$303,475.00** which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

**Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must

ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

**Section 4. Approving the Form of a Budget Funding Agreement with Developer.** The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

**Section 5. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 9, 2023.**

Attested By:

**Sunstone  
Community Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: FY 2023-2024 Adopted Budget**

**Exhibit B: Form of Budget Funding Agreement with Developer**

**SUNSTONE COMMUNITY DEVELOPMENT DISTRICT**  
**REVENUE COLLECTION**

**Fiscal Year 2024 Proposed Operating Budget**

*October 1st 2023 - September 30th 2024*

**GENERAL FUND REVENUES**

**SPECIAL ASSESSMENTS - SERVICE CHARGES**

Operations & Maintenance Assmts-On Tax Roll	0.00
Operations & Maintenance Assmts-Off Tax Roll	426,975.00

**TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES** **\$426,975.00**

**CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES**

Landowner/Private Contributions	0.00
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**TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES** **\$0.00**

**OTHER MISCELLANEOUS REVENUES**

Miscellaneous GF 001	0.00
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**TOTAL OTHER MISCELLANEOUS REVENUES** **\$0.00**

**TOTAL REVENUES** **\$426,975.00**

**Notations:**

**(1) Revenues shown exclude County 2% collection cost and 4% early payment discount.**

# SUNSTONE COMMUNITY DEVELOPMENT DISTRICT

## ADMINISTRATION DETAIL

*October 1st 2023 - September 30th 2024*

### EXPENDITURES - ADMINSTRATIVE

#### FINANCIAL & ADMINISTRATIVE

Supervisor Fees	1,000.00
District Manager	25,000.00
District Engineer	9,500.00
Organizational Meeting/Initial Set up	4,000.00
Administration Services	4,500.00
Recording Secretary	2,400.00
ADA Website Set Up/Compliance	1,800.00
Website Maintenance	1,200.00
Accounting Services	12,000.00
Construction Accounting	0.00
Assessment Roll Preparation	0.00
Financial & Revenue Collections	3,500.00
Auditing Services	0.00
Dissemination Services	0.00
Arbitrage Rebate Reporting	0.00
Postage, Phone, Faxes, Copies	500.00
Public Officials Insurance	2,500.00
Legal Advertising	3,500.00
Bank Fees	200.00
Dues, Licenses, & Fees	175.00
Rentals and Leases	600.00
Office Supplies	100.00
Website Maintenance	1,200.00
Technology Services	600.00
Miscellaneous Fees	250.00

#### LEGAL COUNSEL

District Counsel	8,500.00
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#### TOTAL ADMINSTRATIVE

**\$83,025.00**

# SUNSTONE COMMUNITY DEVELOPMENT DISTRICT

## SITE OPERATIONS

October 1st 2023 - September 30th 2024

### EXPENDITURES - FIELD OPERATIONS

#### ELECTRIC UTILITY SERVICES

Electric Utility Services - Streetlights 75,000.00

Electric Utility Services - All Others 15,000.00

**TOTAL ELECTRIC UTILITY SERVICES \$90,000.00**

#### GARBAGE/SOLID WASTE SERVICES

Garbage Recreation Center 1,500.00

**TOTAL GARBAGE/SOLID WASTE SERVICES \$1,500.00**

#### WATER-SEWER COMBINATION SERVICES

Water Utility Services 7,500.00

**TOTAL WATER-SEWER COMBINATION SERVICES \$7,500.00**

#### STORMWATER CONTROL

Stormwater System Maintenance 15,000.00

Wetland Monitoring/Maintenance 6,500.00

Annual Stormwater Report 3,500.00

**TOTAL STORMWATER CONTROL \$25,000.00**

#### OTHER PHYSICAL ENVIRONMENT

Property & Casualty Insurance 12,500.00

General Liability Insurance 3,200.00

Entry & Wall Maintenance 5,000.00

Landscape Maintenance 125,000.00

Irrigation Maintenance 12,000.00

Landscape Mulch 5,000.00

Landscape Annuals 5,000.00

Plant Replacement Program 5,000.00

Miscellaneous Landscape 1,000.00

**TOTAL OTHER PHYSICAL ENVIRONMENT \$173,700.00**

#### ROAD & STREET FACILITIES

Pavement & Drainage Maintenance 1,000.00

**TOTAL ROAD & STREET FACILITIES \$1,000.00**

#### PARKS AND RECREATION

Field Services 12,000.00

Facility Maintenance 5,000.00

On Site Staff 0.00

Pool Permits 500.00

Facility Janitorial Services 6,000.00

Facility Janitorial Supplies 1,500.00

Pool Service Contract 14,000.00

Pool Repairs 500.00

Facility A/C Maintenance 600.00

Telephone/Internet Services 750.00

Playground Equipment Maintenance 500.00

Access Control Maintenance 750.00

Dog Waste Station Service and Supplies 650.00

Holiday Decorations 0.00

Event Services & Supplies 0.00

**TOTAL PARKS AND RECREATION \$42,750.00**

#### Contingency

Miscellaneous Contingency 2,500.00

**TOTAL CONTINGENCY \$2,500.00**

**TOTAL SITE OPERATIONS \$343,950.00**



**FY 2023-2024 Budget Funding Agreement**  
(Sunstone Community Development District)

This FY 2023-2024 Budget Funding Agreement (this “**Agreement**”) is made and entered into as of August 9, 2023, between the **Sunstone Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **EPG Sunstone Development, LLC**, a Florida limited liability company (the “**Developer**”), whose mailing address is 111 South Armenia Ave., Tampa, Florida 33609.

**Recitals**

**WHEREAS**, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

**WHEREAS**, the District is adopting its budget for fiscal year 2023-2024 as attached hereto as **Exhibit A** (the “**FY 2023-2024 Budget**”), which commences on October 1, 2023, and concludes on September 30, 2024;

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2023-2024 Budget, and/or utilizing such other revenue sources as may be available to it;

**WHEREAS**, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2023-2024 Budget so long as payment is timely provided;

**WHEREAS**, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

**WHEREAS**, the Developer agrees that the activities of the District described in the FY 2023-2024 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2023-2024 Budget; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2023-2024 Budget.

**Operative Provisions**

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. Funding Obligations.** From time to time during the 2023-2024 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$ [REDACTED] in accordance with the FY 2023-2024 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.
- 2. FY 2023-2024 Operations and Maintenance Reports, Budget Reports and Budget Amendments.** Each month during FY 2023, the Developer shall provide the District Manager with a written report

on the projected additions to the completed and developed phases within the District during FY 2023-2024. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2023-2024. The District and Developer agree that the FY 2023-2024 Budget shall be revised at the end of the 2023-2024 fiscal year to reflect the actual expenditures of the District for the period beginning on April 6 and ending on September 30, 2023. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2023-2024 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2023-2024 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

**3. Right to Lien Property.**

- a. The District shall have the right to file a continuing lien (“**Lien**”) upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys’ fees, paralegals’ fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
- b. The Lien shall be effective as of the date and time of the recording of a “Notice of Lien for the FY 2023-2024 Budget” in the public records of the County the District is located in, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
- c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.

**4. 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 to seek specific performance of the Developer’s payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

**5. Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney’s fees and costs, from the non-prevailing party.

**6. Governing 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 with venue in the County the District is located in.

**7. Interpretation.** 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.

8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2023-2024 fiscal year on September 30, 2024. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
9. **Third Parties.** This Agreement is solely for the benefit of the parties hereto 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.
10. **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 of the parties hereto.
11. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
12. **Authority.** 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.
13. **Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Sunstone Community  
Development District**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice-Chair of the Board of Supervisors

**EPG Sunstone Development, LLC,**  
a Florida limited liability company

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

**RESOLUTION 2023-31**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUNSTONE  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME  
AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF  
SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE**

The “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lake County (City of Groveland), Florida; and

**WHEREAS**, the District’s Board of Supervisors (hereinafter the “Board”), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

**WHEREAS**, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF SUNSTONE COMMUNITY DEVELOPMENT DISTRICT THAT:**

**Section 1.** The annual public meeting schedule of the Board of Supervisors of the for the Fiscal Year 2024 attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

**Section 2.** The District Manager is hereby directed to submit a copy of the Fiscal Year 2024 annual public meeting schedule to Lake County (City of Groveland), Florida and the Department of Economic Opportunity.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 9<sup>TH</sup> DAY OF AUGUST 2023.**

**ATTEST:**

**SUNSTONE  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIR/ VICE CHAIMAN**

**EXHIBIT A**

**BOARD OF SUPERVISORS MEETING DATES  
SUNSTONE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023/2024**

<b>October 11, 2023</b>	<b>1:30 p.m.</b>
<b>November 08, 2023</b>	<b>1:30 p.m.</b>
<b>December 13, 2023</b>	<b>1:30 p.m.</b>
<b>January 10, 2024</b>	<b>1:30 p.m.</b>
<b>February 14, 2024</b>	<b>1:30 p.m.</b>
<b>March 13, 2024</b>	<b>1:30 p.m.</b>
<b>April 10, 2024</b>	<b>1:30 p.m.</b>
<b>May 08, 2024</b>	<b>1:30 p.m.</b>
<b>June 12, 2024</b>	<b>1:30 p.m.</b>
<b>July 10, 2024</b>	<b>1:30 p.m.</b>
<b>August 14, 2024</b>	<b>1:30 p.m.</b>
<b>September 11, 2024</b>	<b>1:30 p.m.</b>

**All meetings will convene at the Marion Baysinger Memorial County Library  
located at 756 W Broad St, Groveland, FL 34736**