



Rizzetta & Company

SageBrush Community Development District

Board of Supervisors' Meeting

August 12, 2025

**District Office:
5844 Old Pasco Road Suite 100
Wesley Chapel, FL 33544
813.533.2950**

sagebrushcdd.org

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544

District Board of Supervisors	Kelly Evans	Board Supervisor
	Lori Campagna	Board Supervisor
	Sean Finotti	Board Supervisor
	Jacob Walsh	Board Supervisor
	Bradley Gilley	Board Supervisor
District Manager	Scott Brizendine	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley, Robin & Vericker
District Engineer	Brian Surak	Clearview Land Design

All Cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

District Office – Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
Sagebrushcdd.org

August 4, 2025

Board of Supervisors
**SageBrush Community
Development District**

AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the SageBrush Community Development District will be held on **Tuesday, August 12, 2025 at 9:00 a.m.**, or immediately after the Acacia Fields CDD meeting at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33558. The following is the agenda for the meeting:

BOS MEETING:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Board of Supervisors Regular Meeting Minutes for July 8, 2025 Tab 1
 - B. Consideration of Board of Supervisors Landowner Meeting Minutes for July 8, 2025 Tab 2
 - C. Consideration of Audit Committee Meeting Minutes for July 8, 2025..... Tab 3
- 4. BUSINESS ITEMS**
 - A. Public Hearing on FY 2024-2025 Final Budget
 - i. Consideration of Resolution 2025-32; Approving FY 2024-2025 Final Budget..... Tab 4
 - ii. Consideration of FY 2024-2025 Funding Agreement Tab 5
 - B. Public Hearing on FY 2025-2026 Final Budget
 - i. Consideration of Resolution 2025-33; Approving FY 2025-2026 Final Budget..... Tab 6
 - ii. Consideration of FY 2025-2026 Funding Agreement Tab 7
 - C. Consideration of Resolution 2025-34; Setting FY 2025-2026 Meeting Schedule Tab 8

5. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager

6. SUPERVISOR REQUESTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,
Scott Brizendine
Scott Brizendine
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

**SAGEBRUSH
COMMUNITY DEVELOPMENT DISTRICT**

The regular Meeting of the Board of Supervisors of SageBrush Community Development District was held on **Tuesday, July 8, 2025, at 10:00 a.m.** at the Hilton Garden Inn, Tampa Suncoast Parkway, 2155 Northpointe Parkway, Lutz, FL 33558.

Present and constituting a quorum:

Kelly Evans	Chair
Lori Campagna	Vice Chair
Jake Walsh	Assistant Secretary
Bradley Gilley	Assistant Secretary
Sean Finotti	Assistant Secretary

Also present were:

Scott Brizendine	District Manager, Rizzetta & Company
Angela Savinon	District Manager, Rizzetta & Company
John Vericker	District Counsel, Straley Robin Vericker
KC Hopkinson	District Counsel, Straley Robin Vericker
Brian Surak	District Engineer, Clearview Land Design (via phone)

Audience	None
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Mr. Brizendine swore in the Board prior to the meeting.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine opened the meeting at 10:00 a.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No audience members were present.

THIRD ORDER OF BUSINESS

Consideration of Board of Supervisors

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**Regular Meeting Minutes for June 10,
2025**

On a Motion by Mr. Gilley, seconded by Ms. Evans, with all in favor, the Board of Supervisors approved the Board of Supervisors Regular Meeting Minutes for June 10, 2025, for the SageBrush Community Development District.

FOURTH ORDER OF BUSINESS

Public Hearing on Rules of Procedure

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors opened the Public Hearing, for SageBrush Community Development District.

No audience members were present.

On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors closed the Public Hearing, for SageBrush Community Development District.

i. Consideration of Resolution 2025-28; Rules of Procedure

On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors approved Resolution 2025-28; Rules of Procedure, for the SageBrush Community Development District.

FIFTH ORDER OF BUSINESS

**Public Hearing on Uniform Method of
Collection**

On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors opened the Public Hearing, for SageBrush Community Development District.

No audience members were present.

On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors closed the Public Hearing, for SageBrush Community Development District.

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i. Consideration of Resolution 2025-29; Uniform Method of Collection

Mr. Brizendine reviewed the Resolution with the Board.

On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors approved Resolution 2025-29; Uniform Method of Collection, for the SageBrush Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of District Engineer's
RFQ**

The Board scored as a group Clearview Land Design – 100 points; Alliant – 75 points and Lighthouse – 75 points.

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors authorized District Counsel to enter into contract negotiations with Clearview Land Design, for the SageBrush Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-30;
Canvassing & Certifying Landowner
Election**

On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors approved Resolution 2025-30; Canvassing & Certifying Landowner Election, for the SageBrush Community Development District.

EIGHTH ORDER OF BUSINESS

**Acceptance of Resignation of Paulo
Beckert**

On a Motion by Ms. Evans, seconded by Mr. Walsh, with all in favor, the Board of Supervisors accepted Paulo Beckert resignation, for the SageBrush Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2025-31;
Designating Officers**

On a Motion by Ms. Evans, seconded by Mr. Finotti, with all in favor, the Board of Supervisors approved Resolution 2025-31; Designating Officers; Designating Kelly Evans as Chairman, Lori Campagna as Vice Chairman, Jacob Walsh. Bradley Gilley, Sean Finotti, and Angela Savinon as Assistant Secretaries, Scott Brizendine as Secretary and Treasurer, and Shawn Wildermuth as Asst. Treasurer, for the SageBrush Community Development District.

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TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. Interim District Engineer

No report.

C. District Manager

Mr. Brizendine noted the next meeting will be August 12, 2025, at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Evans inquired about the Bond Validation hearing on August 11, 2025, at 1:30 p.m. Ms. Hopkinson confirmed that was the correct date and time.

TWELFTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Board of Supervisors adjourned the meeting at 10:09 a.m., for SageBrush Community Development District.
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Assistant Secretary/Secretary

Chairman / Vice-Chairman

Tab 2

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

**SAGEBRUSH
COMMUNITY DEVELOPMENT DISTRICT**

The Landowner Meeting of SageBrush Community Development District was held on **Tuesday, July 8, 2025, at 9:54 a.m.** at the Hilton Garden Inn, Tampa Suncoast Parkway, 2155 Northpointe Parkway, Lutz, FL 33558.

Present and constituting a quorum:

Kelly Evans

Proxy Holder

Also present were:

Scott Brizendine

District Manager, Rizzetta & Company

Angela Savinon

District Manager, Rizzetta & Company

John Vericker

District Counsel, Straley Robin Vericker

KC Hopkinson

District Counsel, Straley Robin Vericker

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine opened the meeting at 9:54 a.m. and stated that the purpose of the meeting was to hold the Landowner Elections for five (5) Supervisor positions as per Chapter 190 Florida Statutes. He explained that the number of votes correlates with the number of acres owned by the property owners.

SECOND ORDER OF BUSINESS

**Election of Chairman for the Purpose
of Conducting the Landowner Election**

Mr. Brizendine was designated as the Chairman for purposes of the election.

THIRD ORDER OF BUSINESS

**Determination of Number of Voting
Units Represented**

Mr. Brizendine stated that DRP Bookbinder Multistate LLC has a total of 191 votes.

FOURTH ORDER OF BUSINESS

Call for Nominations

Mr. Brizendine stated that he received a ballot from the proxy holder on behalf of the landowner nominating Kelly Evans, Lori Campagna, Jacob Walsh, Bradley Gilley and Sean Finotti to serve as Board Supervisors for the district

FIFTH ORDER OF BUSINESS

**Final Tabulation of Ballots and
Announcement of Candidates**

Mr. Brizendine announced that based on the ballot received Kelly Evans and Lori Campagna received 191 votes, and Jacob Walsh, Bradley Gilley and Sean Finotti received 190 votes. Based on this Kelly Evans and Lori Campagna will each serve four-year terms and Jacob Walsh, Bradley Gilley and Sean Finotti will serve 2-year terms.

SIXTH ORDER OF BUSINESS

Adjournment

Mr. Brizendine adjourned the meeting at 9:56 a.m.

Tab 3

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

**SAGEBRUSH
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee Meeting of SageBrush Community Development District was held on **Tuesday, July 8, 2025, at 9:57 a.m.** at the Hilton Garden Inn, Tampa Suncoast Parkway, 2155 Northpointe Parkway, Lutz, FL 33558.

Present and constituting a quorum:

Kelly Evans	Committee Member
Lori Campagna	Committee Member
Jake Walsh	Committee Member
Bradley Gilley	Committee Member

Also present were:

Scott Brizendine	District Manager, Rizzetta & Company
Angela Savinon	District Manager, Rizzetta & Company
John Vericker	District Counsel, Straley Robin Vericker
KC Hopkinson	District Counsel, Straley Robin Vericker

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine opened the meeting at 9:57 a.m.

SECOND ORDER OF BUSINESS

**Consideration of Audit Proposal
Instructions**

The proposals will be for three (3) years.

On a Motion by Ms. Campagna, seconded by Mr. Walsh, with all in favor, the Audit Committee approved the Audit Proposal Instructions, for the SageBrush Community Development District.

THIRD ORDER OF BUSINESS

Consideration of Audit Criteria

On a Motion by Ms. Evans, seconded by Mr. Gilley, with all in favor, the Audit Committee approved the Audit Criteria, for the SageBrush Community Development District.

SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

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FOURTH ORDER OF BUSINESS

**Consideration of RFP for Audit
Services Advertisement**

On a Motion by Ms. Evans, seconded by Mr. Walsh, with all in favor, the Audit Committee approved the Audit Services Advertisement, for SageBrush Community Development District.

FIFTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Evans, seconded by Mr. Walsh, with all in favor, the Audit Committee adjourned the meeting at 10:00 a.m., for SageBrush Community Development District.

Assistant Secretary/Secretary

Chairman / Vice-Chairman

Tab 4

RESOLUTION 2025-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING APRIL 25, 2025 (ESTABLISHMENT DATE), AND ENDING SEPTEMBER 30, 2025; 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 SageBrush Community Development District (“**District**”) a proposed budget for the Fiscal Year 2024-2025 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 Board is required to adopt a resolution approving a budget for the fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the 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, Lennar Homes, LLC (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2024-2025 Budget as shown in the revenues line item of the FY 2024-2025 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 2024-2025.

- 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 SageBrush Community Development District for the Fiscal Year Beginning April 25, 2025 (Establishment Date), and Ending September 30, 2025".
- 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 25, 2025, (Establishment Date) and Ending September 30, 2025, the sum of \$_____, 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 12, 2025.

Attested By:

SageBrush Community
Development District

Name: _____
Secretary/Assistant Secretary

Name: Kelly Evans
Title: Chair of the Board of Supervisors

Exhibit A: FY 2024-2025 Adopted Budget

Exhibit B: Form of Budget Funding Agreement with Developer



Rizzetta & Company

SageBrush Community Development District

Proposed Budget for Fiscal Year 2024-2025

Presented by: Rizzetta & Company, Inc.

**5020 W. Linebaugh Avenue
Tampa, FL 33624**

rizzetta.com

Proposed Budget Sagebrush Community Development District General Fund Fiscal Year 2024/2025				Comments
Chart of Accounts Classification		Budget for 2024/2025		
1				
2	REVENUES			
3				
4	Contribution from Private Sources			
5	Developer Contributions	\$	55,300	
6				
7	TOTAL REVENUES	\$	55,300	
8				
9	EXPENDITURES - ADMINISTRATIVE			
10				
11	Legislative			
12	Supervisor Fees	\$	5,000	5 paid supervisors for 5 monthly meetings
13	Financial & Administrative			
14	Accounting Services	\$	6,250	5 months of service
15	Administrative Services	\$	1,750	5 months of service
16	Auditing Services	\$	3,500	Estimate for first year's audit
17	District Engineer	\$	5,000	5 months of service
18	District Management	\$	8,000	5 months of service
19	Dues, Licenses & Fees	\$	175	Annual Fee to Florida Commerce
20	Legal Advertising	\$	5,000	
21	Public Officials Liability Insurance	\$	1,750	Estimate
22	Website Hosting, Maintenance, Backup	\$	3,375	Establishment of websiste and three months of service
23	Legal Counsel			
24	District Counsel	\$	10,000	5 months of service
25				
26	Administrative Subtotal	\$	49,800	
27				
28	EXPENDITURES - FIELD OPERATIONS			
29				
30	Other Physical Environment			
31	General Liability Insurance	\$	500	Estimate
32	Miscellaneous Contingency			
33	Miscellaneous Contingency	\$	5,000	
34				
35	Field Operations Subtotal	\$	5,500	
36				
37	TOTAL EXPENDITURES	\$	55,300	
38				
39	EXCESS OF REVENUES OVER EXPENDITURES	\$	-	
40				

Tab 5

**FY 2024-2025 Budget Funding Agreement
(SageBrush Community Development District)**

This FY 2024-2025 Budget Funding Agreement (this “**Agreement**”) is made and entered into as of August 12, 2025, between the **SageBrush Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, *Florida Statutes* (the “**District**”), whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, and **Lennar Homes, LLC** a Florida limited liability company (the “**Developer**”), whose mailing address is 4301 W. Boy Scout Blvd., Suite 600, Tampa, Florida 33607.

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 2024-2025 as attached hereto as **Exhibit A** (the “**FY 2024-2025 Budget**”), which commenced on April 25, 2025 (establishment date), and concludes on September 30, 2025;

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 2024-2025 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 2024-2025 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 2024-2025 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2024-2025 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 2024-2025 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 2024-2025 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to ***\$/[Insert Adopted 2024-2025 Budget Amount]*** in accordance with the FY 2024-2025 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 2024-2025 Budget Revisions.** The District and Developer agree that the FY 2024-2025 Budget shall be revised at the end of the 2024-2025 fiscal year to reflect the actual expenditures of the District for the period beginning on April 25, 2025 and ending on September 30, 2025. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2024-2025 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2024-2025 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 2024-2025 Budget" in the public records of Pasco County, 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 Pasco County, Florida.
7. **Anti-Human Trafficking.** Pursuant to Section 787.06, *Florida Statutes*, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), *Florida Statutes*.

- 8. 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.
- 9. Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2024-2025 fiscal year on September 30, 2025. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

Lennar Homes, LLC
a Florida limited liability company

**SageBrush Community
Development District**

Name: _____
Title: _____

Name: Kelly Evans
Title: Chair of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the “**Affiant**”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____ (Title) of _____ (the “**Company**”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the SageBrush Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2025

Notary Public Signature

Notary Stamp

Tab 6

RESOLUTION 2025-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors (“**Board**”) of the SageBrush 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*; and

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.

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 2024-2025 and/or revised projections for fiscal year 2025-2026.
- 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

SageBrush Community Development District for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026.”

- 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 (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of \$ _____, 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 in the following fashion:

Total General Fund	\$ _____
Total Reserve Fund [if Applicable]	\$ _____
Total Debt Service Funds	\$ _____
Total All Funds*	\$ _____

*Not inclusive of any collection costs or early payment discounts.

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

Passed and Adopted on August 12, 2025.

Attested By:

**SageBrush
Community Development District**

Print Name: _____
☐ Secretary / ☐ Assistant Secretary

Kelly Evans
Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Adopted Budget



Rizzetta & Company

SageBrush Community Development District

Proposed Budget for Fiscal Year 2025-2026

Presented by: Rizzetta & Company, Inc.

**5020 W. Linebaugh Avenue
Tampa, FL 33624**

rizzetta.com

Tab 7

**FY 2025-2026 Budget Funding Agreement
(SageBrush Community Development District)**

This FY 2025-2026 Budget Funding Agreement (the “**Agreement**”) is made and entered into as of August 12, 2025, between the **SageBrush Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, *Florida Statutes* (the “**District**”), whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, and **Lennar Homes, LLC**, a Florida limited liability company (the “**Developer**”), whose mailing address is 4301 West Boy Scout Boulevard, Suite 600, Tampa, Florida 33607.

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 2025-2026 as attached hereto as **Exhibit A** (the “**FY 2025-2026 Budget**”), which commences on October 1, 2025, and concludes on September 30, 2026;

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 2025-2026 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 in the FY 2025-2026 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 2025-2026 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2025-2026 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 2025-2026 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 2025-2026 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to ***\$/Insert Adopted 2025-2026 Budget Amount/*** in accordance with the FY 2025-2026 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 2025-2026 Budget Revisions.** The District and Developer agree that the FY 2025-2026 Budget shall be revised at the end of the 2025-2026 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2025, and ending on September 30, 2026. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2025-2026 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2025-2026 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 2025-2026 Budget" in the public records of Pasco County, 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 in which the District is located.
7. **Anti-Human Trafficking.** Pursuant to Section 787.06, *Florida Statutes*, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), *Florida Statutes*.
8. **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.
9. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in full force and effect until the end of the 2025-2026 fiscal year on September 30, 2026. The lien and enforcement provisions of this Agreement shall survive its termination until all payments due under this Agreement are paid in full.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

Lennar Homes, LLC
a Florida limited liability company

**SageBrush Community
Development District**

Name: _____
Title: _____

Kelly Evans
Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Budget

STATE OF FLORIDA
COUNTY OF _____

Affidavit for Anti-Human Trafficking
Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the “**Affiant**”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____ (Title) of _____ (the “**Company**”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the SageBrush Community Development District.
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2025

Notary Public Signature

Notary Stamp

Tab 8

RESOLUTION 2025-34

A RESOLUTION OF THE SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES, AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “**Board**”) desires to designate the schedule (including the date, time, and location) of its regular meetings for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, (“**FY 2026 Meeting Schedule**”); and

WHEREAS, the Board is required by Section 189.015, *Florida Statutes* to file a schedule of its regular meetings with the local governing authority.

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

1. **Adoption of Meeting Schedule** The FY 2026 Meeting Schedule attached hereto as **Exhibit A** and incorporated by reference herein is hereby approved and adopted.
2. **Publication and Filing of Meeting Schedule**. The District Manager is hereby directed to publish and file the FY 2026 Meeting Schedule in accordance with the requirements of Florida law.
3. **Effective Date**. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED ON AUGUST 12, 2025.

ATTEST:

**SAGEBRUSH COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____
☐Secretary/☐Assistant Secretary

Name: Kelly Evans
Title: Chair of the Board of Supervisors

EXHIBIT A
Notice of FY 2026 Meeting Schedule
SageBrush Community Development District

October 14, 2025 *
November 11, 2025
December 9, 2025*
January 13, 2026
February 10, 2026 *
March 10, 2026
April 25, 2026
May 12, 2026
June 9, 2026
July 14, 2026
August 11, 2026
September 8, 2026 *

All meetings will convene at 9:00 a.m. * except October, December, February, and September will convene at 5:00 p.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33558.