



Rizzetta & Company

# **SageBrush Community Development District**

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## **Board of Supervisors' Meeting**

### **December 9, 2025**

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

**[sagebrushcdd.org](http://sagebrushcdd.org)**

# **SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT**

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

<b>District Board of Supervisors</b>	Kelly Evans	Board Supervisor
	Lori Campagna	Board Supervisor
	Bradley Gilley	Board Supervisor
	Jacob Walsh	Board Supervisor
	Vacant	Board Supervisor
<b>District Manager</b>	Scott Brizendine	Rizzetta & Company, Inc.
<b>District Counsel</b>	John Vericker	Straley, Robin & Vericker
<b>District Engineer</b>	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

December 2, 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, December 9, 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 November 11, 2025 .....Tab 1
  - B. Ratification of Operation & Maintenance Expenditures for October 2025 .....Tab 2
- 4. BUSINESS ITEMS**
  - A. Appointment of New Board Supervisor Seat 3 (2025-2027)
  - B. Ratification of GIG Outdoor Lighting Agreement .....Tab 3
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager .....Tab 4
- 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, November 11, 2025, at 9:50 a.m.** at the Hilton Garden Inn, Tampa Suncoast Parkway, 2155 Northpointe Parkway, Lutz, FL 33558.

Present and constituting a quorum:

Kelly Evans	<b>Chair</b>
Lori Campagna	<b>Vice Chair</b>
Jake Walsh	<b>Assistant Secretary</b>
Bradley Gilley	<b>Assistant Secretary</b>

Also present were:

Scott Brizendine	<b>District Manager, Rizzetta &amp; Company</b>
John Vericker	<b>District Counsel, Straley Robin Vericker</b>
KC Hopkinson	<b>District Counsel, Straley Robin Vericker</b>
Brian Surak	<b>District Engineer, Clearview Land Design (via phone)</b>

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Brizendine opened the meeting at 9:50 a.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

An audience member inquired about getting a rendering of the entire development or site map. Ms. Evans will forward to Mr. Brizendine to forward.

**SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT**  
**November 11, 2025 - Minutes of Meeting**  
**Page 2**

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**THIRD ORDER OF BUSINESS**

**Consideration of Board of Supervisors  
Regular Minutes for October 14, 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 October 14, 2025, as presented, for the SageBrush Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Operation &  
Maintenance Expenditures for 2025**

On a Motion by Ms. Evans, seconded by Mr. Walsh, with all in favor, the Board of Supervisors ratified the September 2025 Operation & Maintenance Expenditures (\$6,922.50), for the SageBrush Community Development District.

**SIXTH ORDER OF BUSINESS**

**Appointment of New Board  
Supervisor Seat 3 (2025-2027)**

This item was tabled.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

No report.

**B. District Engineer**

Mr. Surak stated the certification process for the first sub-phases and home construction should start soon.

**C. District Manager**

The next regular meeting will be on December 9, 2025, at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558.

On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of Supervisors approved to hold the December 9, 2025 meeting at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558, for the SageBrush Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests**

Ms. Evans will look into the first phase of a landscape maintenance contract and whether its ready to be assigned to the district.

86

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88     **NINTH ORDER OF BUSINESS**                     **Adjournment**

89

On a Motion by Mr. Gilley, seconded by Mr. Walsh, with all in favor, the Board of Supervisors adjourned the meeting at 9:34 a.m., for SageBrush Community Development District.
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90

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

\_\_\_\_\_  
Chairman / Vice-Chairman

94

## **Tab 2**



# SageBrush Community Development District

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District Office · Ashlyn Park, Florida · (813) 933-5571

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

## **Operation and Maintenance Expenditures October 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$8,130.25**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Sagebrush Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Bradley Gilley	300025	BG090925-710	Board of Supervisors Meeting 09/09/25	\$ 200.00
Florida Department of Commerce	300024	93877	Special District Fee for FY25-26	\$ 175.00
Jacob Walsh	300026	JW090925-710	Board of Supervisors Meeting 09/09/25	\$ 200.00
Kelly Evans	300027	KE090925-710	Board of Supervisors Meeting 09/09/25	\$ 200.00
Lori Campagna	300028	LC090925-710	Board of Supervisors Meeting 09/09/25	\$ 200.00
Pasco County Tax Collector	300033	39-2287730 2026	Interlocal Agreement Fee - SageBrush 10/25	\$ 700.00
Rizzetta & Company, Inc.	300032	INV0000102313	District Management Fees 09/25	\$ 3,300.00
Sean Michael Finotti	300029	SF090925-710	Board of Supervisors Meeting 09/09/25	\$ 200.00
Straley Robin Vericker	300030	26994	Legal Services 07/25	\$ 2,806.50
The Observer Group, Inc.	300031	25-01849P	Legal Advertising 09/25	\$ 87.50
The Observer Group, Inc.	300031	25-01970P	Legal Advertising 09/25	<u>\$ 61.25</u>
<b>Report Total</b>				<b><u>\$ 8,130.25</u></b>

**SageBrush CDD - Regular Meeting**  
Meeting Date: September 9, 2025

**SUPERVISOR PAY REQUEST**

<u>Name of Board Supervisor</u>	<u>Check if paid</u>
Kelly Evans	<input checked="" type="checkbox"/>
Lori Campagna	<input checked="" type="checkbox"/>
Bradley Gilley	<input checked="" type="checkbox"/>
Jake Walsh	<input checked="" type="checkbox"/>
Sean Finotti	<input checked="" type="checkbox"/>
(*) Does not get paid	
<b>NOTE: Supervisors are only paid if checked.</b>	

**RECEIVED**  
09-09-2025

**EXTENDED MEETING TIMECARD**

Meeting Start Time:	9:42
Meeting End Time:	9:54
Total Meeting Time:	:12

Time Over \_\_\_\_\_ (?) Hours: 0

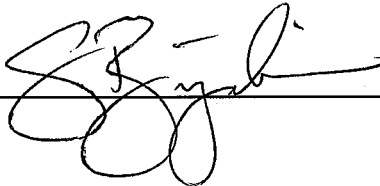
Total at \$175 per Hour: 0

**ADDITIONAL OR CONTINUED MEETING TIMECARD**

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: \_\_\_\_\_



Date Invoiced: 10/01/2025				Invoice No: 93877
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2025: \$175.00

**STEP 1:** Review the following profile and make any needed changes.

**1. Special District's Name, Registered Agent's Name and Registered Office Address:**

**SageBrush Community Development District**

Mr. William J. Rizzetta  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614



**2. Telephone:** 813-514-0400 Ext:  
**3. Fax:** 813-514-0401  
**4. Email:** brizzetta@rizzetta.com  
**5. Status:** Independent  
**6. Governing Body:** Elected  
**7. Website Address:** Not on file - Due by the end of the first fiscal year after creation. *sagebrushedd.org*  
**8. County(ies):** Pasco  
**9. Special Purpose(s):** Community Development  
**10. Boundary Map on File:** 04/28/2025  
**11. Creation Document on File:** 04/28/2025  
**12. Date Established:** 04/25/2025  
**13. Creation Method:** Local Ordinance  
**14. Local Governing Authority:** Pasco County  
**15. Creation Document(s):** County Ordinance 25-25  
**16. Statutory Authority:** Chapter 190, Florida Statutes  
**17. Authority to Issue Bonds:** Yes  
**18. Revenue Source(s):** Assessments

**STEP 2:** Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature: *William J. Rizzetta* Date OCT 17 2025

**STEP 3:** Pay the annual state fee or certify eligibility for zero annual fee.

**a. Pay the Annual Fee:** Pay the annual fee by following the instructions at [www.FloridaJobs.org/SpecialDistrictFee](http://www.FloridaJobs.org/SpecialDistrictFee).

**b. Or, Certify Eligibility for the Zero Fee:** By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

1. \_\_\_ This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,

2. \_\_\_ This special district is in compliance with its Fiscal Year 2023 - 2024 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2023 - 2024 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: \_\_\_ Denied: \_\_\_ Reason: \_\_\_\_\_

**STEP 4:** Make a copy of this document for your records.

**STEP 5:** Email this document to [SpecialDistricts@Commerce.fl.gov](mailto:SpecialDistricts@Commerce.fl.gov) or mail it to FloridaCommerce, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to 850.717.8430.

# SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

District Office – Tampa, FL – 813-933-5571  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

## Check Request

Amount: \$700.00

**RECEIVED**  
10-28-2025

Date: 10/28/2025 39-2287730

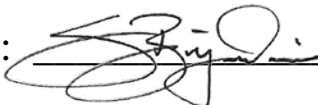
Payable to: Pasco County Tax Collector

Address: PO Box 276  
Dade City, FL 33526-0276  
Attn: Janet Oroz

Description: Pasco County Tax Collector Interlocal Agreement Fee

Reason: Fee due to Tax Collector which will allow the District to utilize the Uniform Method of Collection and enter into an Interlocal Agreement with the Pasco County Tax Collector.

Requestor: Kayla Connell

Approved by:  \_\_\_\_\_

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

Invoice

Date	Invoice #
9/2/2025	INV0000102313

Bill To:

Sage Brush CDD  
Lennar Homes LLC  
4301 W Boy Scout Blvd., Suite 600  
Tampa FL 33607

Services for the month of	Terms	Client Number
September	Upon Receipt	00710

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,250.00	\$1,250.00
Administrative Services	1.00	\$350.00	\$350.00
Management Services	1.00	\$1,600.00	\$1,600.00
Website Compliance & Management	1.00	\$100.00	\$100.00
		Subtotal	\$3,300.00
		Total	\$3,300.00

RECEIVED  
08-28-2025

# Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

Sagebrush CDD  
c/o Rizzetta  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

August 15, 2025

Client: 001641

Matter: 000001

Invoice #: 26994

Page: 1

RE: General

For Professional Services Rendered Through July 31, 2025

## SERVICES

Date	Person	Description of Services	Hours	Amount
7/1/2025	KCH	REVIEW AGENDA PACKAGE.	0.4	\$150.00
7/7/2025	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.6	\$243.00
7/8/2025	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.9	\$364.50
7/8/2025	AM	UPDATE BOND CHECKLIST, UPDATE PLEADING BINDER, UPDATE EXHIBIT BINDER, UPDATE JOINT STIPULATION; CREATE BOND VALIDATION PDF.	2.0	\$390.00
7/8/2025	KCH	PREPARE FOR AND ATTEND LANDOWNERS' MEETING IN PERSON; PREPARE FOR AND ATTEND BOS MEETING IN PERSON; PREPARE PROFESSIONAL DISTRICT ENGINEERING SERVICES AGREEMENT WITH CLEARVIEW LAND DESIGN.	2.0	\$750.00
7/9/2025	KCH	REVIEW REDLINE FROM SCHOOLSTATUS; EMAILS WITH D. KRONICK REGARDING SAME.	0.2	\$75.00
7/29/2025	AM	DRAFT RESOLUTION ADOPTING FINAL BUDGET.	1.0	\$195.00
7/29/2025	KCH	REVIEW AND REVISE FY 2026 BUDGET FUNDING AGREEMENT.	0.6	\$225.00
Total Professional Services			7.7	\$2,392.50

## DISBURSEMENTS

Date	Description of Disbursements	Amount
6/13/2025	Clerk, Circuit Court, Pasco County- Filing Fee- Filing Fees	\$414.00

August 15, 2025  
Client: 001641  
Matter: 000001  
Invoice #: 26994

Page: 2

DISBURSEMENTS

Date	Description of Disbursements	Amount
	Total Disbursements	\$414.00
	Total Services	\$2,392.50
	Total Disbursements	\$414.00
	Total Current Charges	\$2,806.50
	Previous Balance	\$13,717.14
	Less Payments	(\$5,868.00)
	PAY THIS AMOUNT	<del>\$10,655.64</del>

RECEIVED  
08-15-2025

Please Include Invoice Number on all Correspondence



Outstanding Invoices

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
26667	June 10, 2025	\$3,553.50	\$23.75	\$0.00	\$0.00	\$6,383.75
26834	July 09, 2025	\$4,081.50	\$190.39	\$0.00	\$0.00	\$7,078.39
Total Remaining Balance Due						\$10,655.64

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$2,806.50	\$4,271.89	\$3,577.25	\$0.00

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 25-01849P

Date 09/05/2025

**Attn:**  
Sagebrush CDD Rizzetta  
3434 COLWELL AVENUE SUITE 200  
TAMPA FL 33614

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

### Description

### Amount

Serial # 25-01849P <b>Public Board Meetings</b> <b>RE:</b> SageBrush FY 2025/2026 Meeting Schedule <b>Published:</b> 9/5/2025	\$87.50
--	---------

### Important Message

Please include our Serial #  
on your check

Pay by credit card online:  
[https://legals.  
businessobserverfl.  
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid	( )
<b>Total</b>	<b>\$87.50</b>

Payment is expected within 30 days of the  
first publication date of your notice.

**RECEIVED**  
09-04-2025

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

### Legal Advertising

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#### SageBrush Community Development District Notice of FY 2025/2026 Meeting Schedule

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2025/2026, regular meetings of the Board of Supervisors of the SageBrush Community Development District are scheduled to be held 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:

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

The meetings will be open to the public and will be conducted in accordance with the provision of Florida Law for community development districts. Any meeting may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the agendas for the meetings listed above may be obtained from Rizzetta & Company, Inc., located at 3434 Colwell Avenue Suite 200 Tampa FL 33614 or (813) 994-1001, one week prior to the meeting. There may be occasions when one or more Supervisors will participate by telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District's management company office, Rizzetta & Company at (813) 994-1001 at least two (2) business days prior to the date of the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District.

Each person who decides to appeal any action taken at these meetings 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 such appeal is to be based.

SageBrush Community Development District

Scott Brizendine

District Manager

September 5, 2025

25-01849P

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

#### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 25-01970P

Date 09/19/2025

**Attn:**  
Sagebrush CDD Rizzetta  
3434 COLWELL AVENUE SUITE 200  
TAMPA FL 33614

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

### Description

### Amount

Serial # 25-01970P

\$61.25

### Public Board Meetings

**RE:** SageBrush Board of Supervisors Meeting on October 14, 2025

**Published:** 9/19/2025

### Important Message

Please include our Serial #  
on your check

Pay by credit card online:  
[https://legals.  
businessobserverfl.  
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

**Total**

**\$61.25**

Payment is expected within 30 days of the  
first publication date of your notice.

**RECEIVED**  
09-18-2025

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

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# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

### Legal Advertising

#### NOTICE OF BOARD MEETING SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors ("Board") of SageBrush Community Development District will hold their regular meeting on October 14, 2025 at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33588.

A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the agenda may be viewed on the District's website <https://www.sagebrushcdd.org>, or may be obtained by contacting the District Manager's office via email at [sbrizendine@rizzetta.com](mailto:sbrizendine@rizzetta.com) or via phone at (813) 994-1001.

The meeting is open to the public and will be conducted in accordance with provisions of Florida Law for Community Development Districts. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors or staff will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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 such appeal is to be based.

Scott Brizendine  
District Manager  
September 19, 2025

25-01970P

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#### NOTICE

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## **Tab 3**

## **SageBrush Phase 1 Outdoor Solar Lighting Service Agreement**

This Phase 1 Outdoor Solar Lighting Service Agreement (the “**Agreement**”), is made and entered into as of November 11, 2025 (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company (the “**Company**”), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **SAGEBRUSH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**Customer**”), whose mailing address is c/o Rizzetta, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

### **RECITALS**

**WHEREAS**, Company is in the business of constructing, maintaining, leasing and operating Street Lights (as defined below) to residential communities and projects; and

**WHEREAS**, Customer is a local unit of special purpose government under Chapter 190, Florida Statutes that performs certain administrative and operational functions pertaining to streets, roads, common and drainage facilities, and other infrastructure located within the development known as “SageBrush Phase 1” located in Pasco, Florida (the “**Community**”); and

**WHEREAS**, Customer and Company wish to enter into a service agreement for Street Lights for use in portions of the Community, as specified in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained in this Agreement, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. **Street Light Services.** Company agrees to provide solar street lights and solar street lighting services to Customer, and Customer agrees to engage Company, to provide installation and lighting services in accordance with this Agreement with respect to the following outdoor solar lighting equipment and systems: **One hundred and five (105) LED Solar Street Lights**, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “**Street Lights**” and any single unit of which shall be referred to individually as a “**Street Light**”). Company shall provide such installation and lighting services for the Street Lights in accordance with this Agreement and the Approved Plans (as defined in Section 5 below) and also according to design, installation and construction plans and specifications prepared by Company and approved by Customer (the “**Installation Plans**”).

2. **Term of Agreement; Installation.**

a. **Term.** The term of this Agreement shall commence on the Effective Date, and shall expire, unless sooner terminated as provided in this Agreement, twenty (20) years



after the Effective Date (the "**Term**"). The Term is subject to renewal during the first Renewal Term, and Second Renewal Term if they come into existence, as provided below.

b. Installation Site; License. The Street Lights shall be installed upon portions of the Community as described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Installation Site**"), according to the Installation Plans and Approved Plans. Upon satisfaction of the Conditions (as provided in Section 4 below) and upon receipt of written notice from Customer that staking of the Installation Site by the Customer or its agent is complete, Company will promptly begin installation of the Street Lights on the Installation Site and complete installation with reasonable care and diligence subject to Force Majeure (defined herein). As a condition precedent to Company's installation of the Street Lights, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer's expense, in accordance with the Installation Plans. Customer shall notify Company in writing when such staking is complete. During the Term of the Agreement, Customer grants to Company and to Company's agents, employees, contractors and assignees an irrevocable, non-exclusive license running with the Installation Site (the "**License**") for access to, on, over, under and across the Installation Site for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Street Lights, and (ii) performing all of Company's obligations and enforcing all of Company's rights set forth in this Agreement. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Customer shall use commercially reasonable efforts to ensure that Company's rights under the License and Company's access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The grant of the License shall survive termination of this Agreement by either party for the duration of the License Term.

c. Agreement Year. For purposes of this Agreement, the term "**Agreement Year**" shall mean successive periods of twelve (12) consecutive months, beginning on the Effective Date, throughout the Term and any Renewal Terms that come into existence.

d. Renewal Terms. The term of this Agreement shall automatically renew on the same terms, conditions and provisions, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty (60) months each (each being referred to as a "**Renewal Term**" and collectively, the "**Renewal Terms**") unless either Company or Customer gives written notice of non-renewal to the other at least sixty (60) days prior to the expiration of the Term, or any subsequent Renewal Term. The Term and each Renewal Term that comes into existence are sometimes collectively referred to in this Agreement as the "**Term**." At the sole option of Company and upon at least sixty (60) days prior written notice to Customer, no Renewal Term shall come into existence if an uncured Event of Default (as defined below) has occurred on the part of Customer and is then continuing under this Agreement.

3. **Monthly Service Fees; Escalations.** During the Term, Customer shall pay Company monthly service fees for the provision of street lighting by the Street Lights, in advance,



as follows. Until the Service Fee escalation provided under subsection (a) below occurs, the Service Fee payable in each month of the Term shall be **Fifty Dollars (\$50.00)** for each installed and mechanically operational Street Light per month, together with all applicable sales, excise, rental, and use taxes and other Taxes (hereinafter defined) (collectively, the "**Service Fee**"). Regardless of the fact the Term of this Agreement commences on the Effective Date, no Service Fee shall be payable until a Street Light has been installed and is mechanically operational. Service Fee payable with respect to any Street Light that is installed and mechanically operational for a period of less than an entire month shall be prorated based on the number of days in the month that the Street Light is installed and mechanically operational, in proportion to the total number of days in the month.

a. Service Fee Increases. Effective as of the anniversary of the Effective Date in each Agreement Year of the Term following the first Agreement Year, and each Renewal Term that comes into existence, Company shall have the right to review the Service Fee paid under this Agreement and increase it no more than three percent (3%) over the then-current Service Fee for the current Agreement Year. The Company shall provide written notice of any such increase to the Customer prior to implementing any such increase on the Service Fee.

b. Payment Coupon Books. For the convenience of Customer only, Company may invoice Customer for an entire Agreement Year by issuance of a coupon book for monthly payments. In such event, the coupons shall state (i) the Service Fee due, (ii) any additional charges incurred by Customer under this Agreement (if any), and (iii) the total amount due from Customer. Customer's obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Company to issue a coupon book or any other invoice, or any inaccuracy in any coupon book or invoice if issued. Company shall have the right to update and issue to Customer updated coupon book(s) for monthly payments from time to time during any Agreement Year.

c. Payment Dates for Service Fee. Service Fee shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Agreement Year of the Term. Notwithstanding the foregoing, no Service Fee shall be payable until a Street Light has been installed and is mechanically operational. Customer agrees that the covenant to pay Service Fee and all other sums under this Agreement is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Agreement.

d. Service Fee Delinquencies. Any Service Fee payable by Customer to Company under this Agreement which is not paid within fifteen (15) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, and (ii) if any payment shall remain overdue for more than fifteen (15) days, interest on all such unpaid sums (other than the late charge), at a per annum rate equal to the lesser of the highest rate permitted by law under Chapter 218, Florida Statutes or eighteen percent (18%) (the "**Maximum Interest Rate**"), all as additional Service Fees under this Agreement.

e. Taxes. If applicable, the Service Fee shall include all Taxes (as hereafter defined) assessed on the services or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority. For purposes of this Section 3, "**Taxes**" means any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company's revenues due to the services performed pursuant to this Agreement, which shall be Company's responsibility. No additional reimbursement of Taxes for prior time periods shall be due from Customer to Company other than as included in the Service Fee set forth in the applicable coupon book or invoice, and any Taxes owed on the services which are not charged to Customer for prior periods shall be paid by the Customer in subsequent payments of the Service Fee pursuant to updated coupon book(s) and/or invoices provided by Company to Customer during the Term. Customer shall show Company as the owner of the Street Lights on all tax reports or returns, and deliver to Company a copy of each report or return and evidence of Customer's payment of Taxes upon written request from Company. Customer and Company intend for U.S. federal income tax purposes that this Agreement will be treated as a "service contract," pursuant to Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and neither Customer nor Company shall take any position to the contrary unless required to do so pursuant to a "determination" within the meaning of Section 1313(a) of the Code.

4. **Conditions to Company Obligations.** Company's obligations under this Agreement are conditioned upon (a) Company receiving a copy of this Agreement, executed by an officer of Customer, together with a binding resolution of the Board of Supervisor of Customer, confirming that the Board of Directors of the Association has approved and ratified the execution of this Agreement and the President of the Association is authorized and empowered to execute this Agreement to bind the Association; (b) Company receiving all necessary licenses, franchises, zoning, land use and other governmental approvals, and building permits necessary for the work described in this Agreement, including without limitation all such governmental permits and approvals as shall be necessary for installation, maintenance, repair and operation of the Street Lights upon the Installation Site (and Company shall diligently pursue all such licenses, permits and approvals); (c) Company's receipt of written confirmation from any party holding a mortgage, lien, or other encumbrance over the Installation Site, if any, that such party will recognize Company's rights under this Agreement for as long Company is not in default hereunder, and (d) Company having determined that all rights necessary, in Company's reasonable judgment, for the construction, installation, maintenance, and operation of the Street Lights in the location described in this Agreement have been obtained, and (e) all representations and warranties of Customer set forth in Section 20 of this Agreement below are true, complete, and correct in all respects. The foregoing are collectively referred to herein as the "**Conditions**." Company may, in its sole discretion, with the prior written consent of Customer, in its sole discretion, waive any of the Conditions. If Company determines that the Conditions cannot be satisfied without expense, consumption of time, or liability to Company, Company may terminate this Agreement upon ten (10) days written notice to Customer without liability for costs or damages or triggering a default under this Agreement.

5. **Approval of Approved Plans and Change Orders.** The Street Lights shall be designed, configured and installed pursuant to the Installation Plans and a final design sketch and installation plans and specifications prepared by Company and approved by Customer and the engineer of record employed by the Community (the “**EOR**”) prior to installation of any Street Lights (the “**Approved Plans**”), which approval by Customer and the EOR shall not be unreasonably withheld. Customer agrees to approve or disapprove the foregoing submittals, or any subsequent re-submittals by Company in response to a disapproval by Customer, in writing, within ten (10) business days after receipt, failing which such submittals shall be deemed approved. Customer agrees to cause the EOR to approve or disapprove the foregoing submittals on the same schedule as applicable to Customer. If Customer (and/or EOR) responds to any submittals with a disapproval, Customer (and/or EOR) shall include therewith written comments stating in reasonable detail the changes necessary to achieve the requested approval. Upon Customer’s and the EOR’s approval or deemed approval of the final design sketch, installation plans, and specifications for the Street Lights, either Customer or Company may request the other party to this Agreement and the EOR to enter into an amendment to this Agreement or other written agreement to adopt and formalize the Approved Plans, in which case both parties shall promptly cooperate to effectuate such amendment or other written agreement to formalize the Approved Plans and Customer shall cause EOR to sign such written amendment or agreement. Any change order requested by Customer after Customer’s initial approval of the Approved Plans shall be in writing and shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Effective Date. Both Company and Customer must sign each change order for it to be effective, but the EOR shall not be required to sign each change order. If approved by Company, the Approved Plans shall be revised at Customer’s expense, and 100% of the cost of the change order shall be paid to Company by Customer in cash or check made payable to the Company in advance as a condition of any such change order.

6. **Damages During Construction.** Customer shall be responsible for all costs incurred to repair or replace any Street Lights which are damaged by Customer, its agents, employees, or authorized representatives, including, but not limited to, costs incurred to repair or relocate Street Lights to proper depths in response to a lowering of the grade of the soil above any conduit serving the Street Lights. Any damage or loss to Street Lights caused by windstorm, fire, flood, fallen trees vandalism, vehicular accident, or other cause not the result of any action or omission of Company shall be restored or repaired by Company at the expense of Customer.

7. **Customer Information and Preparation; Indemnification.** If applicable and requested by Company, and prior to the commencement of any work by Company at the Installation Site, Customer shall provide to Company a map/sketch (“**Underground Facilities Map**”) depicting the location of all underground facilities or equipment, including, but not limited to sanitary and storm water facilities, potable and irrigation water pipes and wells, septic tanks, swimming pool equipment, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, storm drainage systems, and any other buried underground facilities or equipment (collectively, “**Underground Facilities**”) at the Installation Site. Customer shall be responsible for any and all cost or liability for damage to Underground Facilities caused by Company to the extent such Underground Facilities and the location thereof were not identified, or incorrectly identified, on

the Underground Facilities Map, except for any costs, liabilities, claims, losses and damages arising out of Company's own negligence. Except for those claims, losses, and damages arising out of Company's own negligence, and subject to the limitations under Section 768.28, Florida Statutes, Customer agrees to defend, at its own expense, and indemnify Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of (i) Customer's failure to properly identify Underground Facilities and the location thereof, including but not limited to damages caused by the incorrect identification or failure to identify such facilities or the location thereof, and (ii) any wrongful conduct by Customer, its employees, contractors, agents, or invitees, whether or not related to Underground Facilities. The term "damages" includes, but is not limited to, damage to the property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Agreement, the term "Company" shall mean the collective reference to the Company and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

8. **Environmental Attributes and Environmental Incentives.** Company is and shall be the owner of all Environmental Attributes and Environmental Incentives (as defined below) and is entitled to the benefit of all tax credits and benefits attributable to the Company's ownership and operation of the Street Lights ("**Tax Credits**"), and Customer's rights to services in connection with the Street Lights under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company (at no expense or liability to Customer) in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the Street Lights in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. If any Environmental Incentives are paid directly to Customer, Customer shall immediately pay such amounts over to Company. "**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Street Lights, including any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants. Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, and similar matters. "**Environmental Incentives**" means any credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Street Lights, environmental benefits of using the Street Lights, or other similar programs available from any utility or other regulated entity or any Governmental Authority.

9. **Non-Standard Service Charges.** Customer shall pay all costs associated with any additional Company facilities and services that are not included in the Approved Plans and are thereafter requested in writing by Customer, including, but not limited to: installation of protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations to control the level or duration of illumination, including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations requested by Customer to the extent not included in the Approved Plans. Company will bill



Customer the actual cost of such non-standard facilities and services as incurred and Customer shall pay such billed costs with the next installment of monthly Service Fee due from Customer.

10. **Maintenance and Repairs; No Alterations.** Customer shall be responsible for regular cleaning of the solar panels on each Street Light, at Customer's expense, according to industry standard best practices for cleaning. Company shall perform all other maintenance and repairs to the Street Lights and related equipment. If, after installation by Company and during the Term of this Agreement, a Street Light is or becomes defective, Company shall promptly (and in no event later than fifteen (15) business days after written notice by Customer) repair the defect or replace the Street Light with a new Street Light that is not defective. Notwithstanding the foregoing, however, if Company commences the repair or replacement of the Street Light within such fifteen (15) business day period, but is unable to complete the repair or replacement within such fifteen (15) business day period in the exercise of diligent efforts, then Company shall exercise diligent efforts to complete such repair or replacement no later than one hundred eighty (180) days after written notice by Customer. Further notwithstanding the foregoing, for so long as there is a declared state of emergency or natural disaster, if Company is unable to complete the work within such fifteen (15) business day period in the exercise of diligent efforts, then Company shall continue to prosecute the repair or replacement to completion in the exercise of diligent efforts and completes such repair or replacement no later than three hundred sixty-five (365) days after written notice by Customer. The failure of Company to timely repair a defective Street Light shall not constitute an Event of Default under this Agreement and Customer's sole remedy for the failure of Company to repair a defective Street Light is set forth in Section 12 of this Agreement. Notwithstanding the foregoing, if any Street Light is destroyed, damaged, suffers a casualty, or requires repairs as the result of any act or omission of Customer, or its employees, agents, contractors, subcontractors, invitees, or any owner, tenant, or occupant of a lot or parcel in the Community of which the Installation Site is a part (or their invitees), Company shall be entitled to repair or replace the same, and the cost of any such repairs or replacements shall be paid or reimbursed to Company by Customer within fifteen (15) business days after written demand by Company. Without limiting Company's maintenance and repair obligations described in this Agreement, Company does not guaranty or warranty 100% reliability of the Street Lights at all times, or continuous lighting within the Street Light system, and except to the extent caused in connection with Company's negligence, willful actions or a breach of this Agreement, Company will not be liable to any person or entity for damages related, directly or indirectly, to any interruption, deficiency or failure of any Street Light or Street Lights. In no event, however, shall Company be liable for special, incidental, consequential, or punitive damages. Except as otherwise provided herein with respect to routine cleaning of solar panels on the Street Lights, Customer shall not make any alterations or repairs to the Street Lights without Company's prior written consent, in Company's sole discretion, and any damage or loss to the Street Lights caused by any unauthorized alterations shall be the sole responsibility of Customer. In no event shall Customer place upon or attach to the Street Lights any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Street Lights or tend to create an unsafe or dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph. Company may, at any time, substitute any component of the Street Lights installed hereunder with a component of at least equal capacity and efficiency by a manufacturer or supplier of Company's choice. Company reserves the right to interrupt service to any of the Street Lights at any time in

connection with any necessary maintenance or repairs for which Company is responsible; provided, however, to the extent such interruption shall occur for more than three (3) hours during the period of evening/nighttime hours of dusk to dawn, the Company shall provide at least seven (7) days' prior written notice to Customer, except in the event of an emergency. Except as set forth in this Section 10, no additional warranties (express or implied) are given by Company to Customer with respect to the Street Lights, the Street Light installation design and/or the other services performed by Company under this Agreement.

11. **Insolation.** Customer understands that unobstructed access to sunlight ("**Insolation**") is essential for the proper performance of the Street Lights and a material term of this Agreement. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the Street Lights' Insolation (by tree trimming, landscape installation, construction of improvements, or otherwise). If Customer becomes aware of any activity or condition that could diminish the Insolation to the Street Lights, Customer shall notify Company immediately and shall cooperate with Company in preserving the Street Lights' existing Insolation levels.

12. **Outage Notification; Vandalism.** Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly in writing (including via e-mail) of any Street Light malfunctions and outages ("**Outage Notification**"). Company shall have thirty (30) calendar days after receiving an Outage Notification to investigate any Street Light that is non-operational. If Company is unable to remedy the issue with respect to any non-operational Street Light within such thirty (30) calendar day period, Section 10 of this Agreement shall apply to the repair or replacement of such Street Light. If Company is unable to fix the applicable Street Light within the thirty (30) calendar day period after receiving the Outage Notification, no Service Fee must be paid by Customer with respect to such Street Light for the applicable month following the expiration of the thirty (30) day period and for each subsequent month until Company has resolved the issue and the applicable Street Light becomes operational. Costs incurred in connection with fixing a non-operational Street Light shall be borne by Company, except that Customer shall be responsible for the cost incurred to repair or replace any Street Lights that have been damaged as a result of vandalism. Company shall not be required to make such repair or replacement prior to payment by Customer for such damage. At Customer's expense and upon written request of Customer, and at Company's discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism. For avoidance of doubt, if one or more Street Lights malfunctions, experiences an outage, is defective and/or is not operational, such failure of Street Lights to operate shall not be an Event of Default under this Agreement so long as Company is otherwise in compliance with this Agreement, including this Section 12.

13. **Vegetation Control.** Customer agrees to perform clearing, stump grubbing, tree trimming and other vegetation control using qualified personnel, at Customer's sole expense, to allow installation and operation of the Street Lights, including any vegetation that obstructs drainage for the Street Lights.

14. **Ownership of Street Lights.** The Street Lights shall remain Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture to the Installation Site.

15. **Insurance.** Customer shall maintain general liability insurance covering any injury or damage to persons or property (other than the Street Lights), including death of persons, resulting, directly or indirectly, from the negligent conduct of Customer, its employees, contractors, agents, or invitees, with coverages, in amounts and through companies satisfactory to Company. The policy shall name Company as an additional insured. Customer shall periodically provide Company with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time. Company shall maintain a minimum property insurance policy with coverage limits sufficient to cover the full replacement cost of the Street Lights provided by an insurance carrier with a minimum rating of A or equivalent by A.M. Best or other recognized rating agency. The property insurance policy shall cover losses arising from the following events: fire, theft, vandalism, and high wind events. The policy shall specifically exclude damages caused by a) earth movement, b) governmental action, c) nuclear hazard, d) war and military action, e) flood, surface water, waves, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge), f) fungi, wet rot and dry rot, g) virus, bacterium or other microorganism, or h) third-party vehicles or machinery (including bulldozers or construction equipment), unless otherwise agreed to in writing by the Company. Upon request by Customer, Company shall provide Customer with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

16. **Assignment and Financing.**

a. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Agreement, and all right, title and interest of Company in and to the Street Lights, and all Service Fee and other sums due or to become due under this Agreement. Upon assignment by Company, Customer may require Company to supply documentation showing that such assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of the Company under this Agreement. Customer may assign or transfer this Agreement only with Company's prior written consent, which consent may be withheld, conditioned or delayed in Company's sole discretion. In the event of an assignment to which Company consents, the approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.

b. Financing. The parties acknowledge that Company may obtain short or long-term financing or other credit support from banks or other financing parties



(“**Company’s Financing Parties**”), which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to this Agreement. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by Company’s Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Agreement or the level of services provided under this Agreement, or result in any additional expense or liability to Customer.

c. Successor Servicing. The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company’s Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Street Lights and/or administrative services with respect to this Agreement (the “**Successor Provider**”). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Agreement.

17. **Default.** Each of the following shall constitute an “**Event of Default**” under this Agreement:

a. Service Fee. Customer’s failure to pay the Service Fee or any other sum when due from time to time under this Agreement, if such failure to pay continues for a period of fifteen (15) days from the date when due under this Agreement.

b. Other Default. A breach of, or failure to perform, any other covenant or obligation under this Agreement, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party’s rights under this Agreement are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days;

c. Removal of Street Lights, Etc. Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site;

d. Bankruptcy, Reorganization, Etc. The filing of a petition by Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer’s property; the filing of a petition against Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer’s property and the failure to discharge or dismiss any such proceedings within sixty (60) days from its filing; an assignment by Customer for the benefit of creditors; or the taking possession of the Installation Site, or any other property



of Customer, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Customer.

18. **Remedies.** If an Event of Default occurs, the affected party, without further notice or demand, shall have the rights and remedies hereinafter set forth and under applicable Florida law, all of which shall be distinct, separate and cumulative. Without limiting the foregoing, in the Event of Default by Customer, and subject to all notice and cure requirements set forth in this Agreement, Company may elect to terminate this Agreement by giving Customer at least thirty (30) days prior written notice of its election to do so, in which event the Term shall end thirty (30) days after the date of such written notice, and all right, title and interest of Customer hereunder shall terminate at the end of such Term, provided, however, that Customer will remain liable for all Service Fees and other sums and charges due hereunder through the end of the Term and all actual damages incurred by Company resulting from Customer's default (excluding special, incidental, consequential, or punitive damages), all such Service Fees and other sums and charges being accelerated and reduced to present value at the "prime rate" of interest published in the Wall Street Journal on the date of termination of this Agreement, plus five percent (5%). Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights. In an Event of Default, Company may enter upon the Installation Site to take possession of and remove the Street Lights prior to the Removal Date (as defined below), and to store or dispose of the same as Company sees fit. Such entry and repossession may be effectuated peaceably without legal process, by summary dispossession proceedings, or otherwise as permitted by law, in Company's sole discretion. All Street Lights removed from the Installation Site by Company due to an Event of Default by Customer shall be handled and removed by Company at the cost and expense of Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, excluding any mounting pads or foundations and Company otherwise shall leave the Installation Site in reasonable restored and clean condition. Customer shall pay Company for all reasonable expenses actually incurred by Company in such removal of the Street Lights for so long as the same shall be in Company's possession or under Company's control. Without limiting the foregoing, Company may remedy or attempt to remedy any Event of Default under this Agreement for the account of Customer and may enter upon the Installation Site for such purposes. Company shall not be liable to Customer for any loss or damage caused by acts of Company in remedying or attempting to remedy such Event of Default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default (excluding any cost or expenses related to Company's negligence or misconduct). Any such expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

19. **Disposition of Street Lights at Expiration or Termination of Agreement.** Upon the expiration or earlier termination of this Agreement, Company shall have the right to remove the Street Lights, but in no event later than ninety (90) days after the expiration or termination of the Agreement ("**Removal Date**"). Any removal shall be at Company's expense, unless the termination is due to an Event of Default by Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonable restored and clean condition.

In such event, Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Agreement.

20. **Representations, Warranties, and Covenants.** Each party represents and warrants to the other the following as of the Effective Date: (a) such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance by such party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and (c) this Agreement is valid obligation of such party, enforceable against such party in accordance with its terms. Further, Customer represents and warrants to Company that (i) neither the execution and delivery of this Agreement by Customer, nor the performance by Customer of any of its obligations under this Agreement, conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound, and (ii) to the extent the Service Fee exceeds ten percent (10%) of the total annual budget of the Association pursuant to Fla. Stat. Sect. 720.3055, Customer either (A) has complied with all competitive bidding requirements applicable to the execution, delivery and performance of this Agreement by Association under Fla. Stat. Sect. 720.3055(1), or (B) is exempt from such competitive bidding requirements by reason of Fla. Stat. Sect. 720.3055(2)(c).

21. **Force Majeure.** Notwithstanding any of the foregoing provisions of this Agreement to the contrary, Company shall be entitled to an extension of the time to complete installation of the Street Lights equal to one day for each day Company is delayed in the progress of such work by events of Force Majeure. "**Force Majeure**" shall mean acts of God, strikes, lockouts, labor troubles, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of Company (financial inability excepted).

22. **Notices.** All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party).

23. **Attorneys' Fees and Costs.** If, as a result of any breach or default in the performance of any of the provisions of this Agreement, either party hereto retains the services of an attorney in order to secure compliance with such provisions or recover damages therefor, and litigation results, then in such event, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party herein reasonable court costs and attorneys' and paralegal

assistants' fees for both trial, appellate, bankruptcy, reorganization, and other similar proceedings under state or federal law.

24. **General.** The recitals as set forth above are agreed to be true and correct and incorporated herein by this reference. No delay or failure by Customer or Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Agreement may be executed in counterparts, each of which when taken together shall constitute one instrument. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

25. **WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE OTHER PARTIES IN ENTERING INTO THIS AGREEMENT AND THAT SUCH PARTY HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

26. **Applicable Law; Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action or proceeding brought by either party to this Agreement shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located.

27. **True Lease Instrument; Street Lights Not Fixtures.** Solely for purposes of the Florida Uniform Commercial Code ("UCC"), Customer and Company intend that this Agreement constitutes a "true lease" under the UCC and not a Disguised Security Interest (as defined below). Company has and shall have title to the Street Lights at all times. Customer acquires no ownership, title, property, right, equity or interest in the Street Lights other than its interest under this Agreement, solely as "lessee" (as such term is used in the UCC), and subject to all the terms and conditions of this Agreement. "**Disguised Security Interest**" means a sale of the Street Lights subject to a security interest under Article 9 of the UCC to secure the purchase price of the Street Lights. Company and Customer agree that the Street Lights are not and shall not become fixtures to the real property upon which they are installed, but are and shall remain personal property.



28. **Recordation.** This Agreement shall not be recorded in any public records; provided, however, that Company and Customer agree to execute, simultaneously with the execution of this Agreement, a Memorandum of Agreement in the form attached as Exhibit "B" and a precautionary UCC-1 Financing Statement in the form attached as Exhibit "B-1." Such Memorandum of Agreement and Financing Statement shall be recorded or filed, as appropriate, by Company at its expense promptly after the Conditions are satisfied, as provided in Section 4 above.

29. **Public Records.** As required under Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by the Customer in order to perform the service, (b) upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the company does not transfer the records to Customer, (d) meet all requirements for retaining public records and transfer, at no cost, to the Customer all public records in possession of the Company upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-415-5425, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

30. **Florida Sales Tax.** Notwithstanding any provision of this Agreement to the contrary, Company and Customer acknowledge and agree that Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax on the Service Fee or other sums when due under this Agreement.

31. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Company represents that, in entering into this Agreement, the Company has not been designated as a "scrutinized company" under the statute and, in the event that the Company is designated as a "scrutinized company", the Company shall immediately notify the Customer whereupon this Agreement may be terminated by the Customer.

32. **Public Facilities.** Company and Customer acknowledge and agree that the Street Lights will be located in public right of ways and shall be available for the general public as required by the Customer's bond covenants for the public tax-exempt bonds issued by Customer.

33. **Easement.** Because the Installation Site is owned by Customer in fee simple, simultaneously with recordation of the Memorandum of Agreement, Customer shall execute, acknowledge, and deliver to Company an Easement in the form attached as **Exhibit "C,"** covering the Installation Site, which Easement Company shall record in the public records of the county in which the Installation site is located. Such Easement provides by its terms for termination simultaneously with expiration of termination of the Agreement.

34. **Inspector General.** The Company agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

35. **E-Verification.** Company agrees to comply with the provisions of Sections 448.095(1) and (2), Florida Statutes (the "**Act**"), for as long as Company has any obligations under this Agreement, including, but not limited to, registering with and using the E-Verify System of the United States Department of Homeland Security to verify the work authorization status of all employees hired by Company on or after January 1, 2021. If the Customer has a good faith belief that the Company has violated Section 448.09(1) or (2), Florida Statutes, the Customer may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes; provided, that the following conditions have been met: (i) Customer shall have previously delivered written notice to Company and (ii) within thirty (30) days from the receipt of such written notice, either (x) Company shall have failed to provide reasonable evidence to Customer of Company's compliance with the Act, or (y) Company shall have failed to cure the alleged non-compliance specified in Customer's written notice. In the event that Company commences a cure within such thirty (30) day period and thereafter diligently prosecutes the cure, Company shall have such additional time as may be necessary to complete the cure in the exercise of continuing diligent efforts.

36. **Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Company represents that in entering into this Agreement, the Company does not use coercion for labor or services as defined in the statute. The Company is required to provide an affidavit, signed by an officer or a representative of the Company with this representation, addressed to the Customer, as required by Section 787.06(13), Florida Statutes.

*[Executions by the parties follow immediately on next page]*

*[Signature Page for Company]*

Signed, sealed and delivered  
in the presence of:

**WITNESSES:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Address: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Address: \_\_\_\_\_

**“COMPANY”**

**GIG FIBER, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Name: John M. Ryan  
Its: Manager

[Signature Page for Customer]

**"CUSTOMER"**

**SAGEBRUSH COMMUNITY  
DEVELOPMENT DISTRICT,**  
a local unit of special purpose government

Sign: 

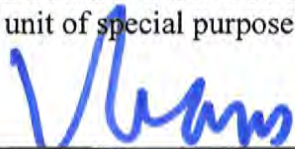
Print: Kathryn A. Johnson

Address: 1510 W. Cleveland St  
Tampa, FL 33606

Sign: 

Print: Scott Brizendine

Address: 3434 Colwell Ave, Ste 200, Tampa, FL 33614

  
Name: Kelly Evans

Its: Chair of the Board of Supervisors

## **Tab 4**





Rizzetta & Company

## UPCOMING DATES TO REMEMBER

- **Next Meeting:** January 13, 2025 @ 9am
- **Goals and Objectives:** January 13, 2025

## District Manager's Report

December 9,

# 2025

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### FINANCIAL SUMMARY

10/31/2025

General Fund Cash & Investment  
Balance:

\$767

**Total Cash and Investment  
Balances:**

**\$767**

**General Fund Expense Variance:**

**\$6,287**

**Under Budget**