

AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, February 25, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor Bruce Bragg with Manatee Lacrosse Corp.

(The City does not endorse the religious beliefs of any speaker.)

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

- a) [Legislative: Flood Awareness Week
Flood Awareness Week Proclamation](#)

4. PRESENTATIONS

5. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Comments will be accepted on the public hearings at the appropriate time.

6. CONSENT AGENDA

- a) [City Administration: Resolution 26-22 - Revised Inventory List of Surplus Property Deemed Suitable for Affordable Housing
Resolution 26-22](#)
- b) [City Administration: Resolution 26-23 - Revised Surplus Property Inventory List
Resolution 26-23](#)
- c) [City Administration: Resolution 26-27 - Reimbursement of Costs Relating to Ironwood Water Main Replacements
Resolution 26-27](#)
- d) [Clerk: Minutes from the January 28, 2026, City Council Meeting
1-28-2026 City Council Meeting Minutes](#)
- e) [Event Review Committee: Bradenton Alive St. Patrick's Day Celebration
Bradenton Alive St. Patrick's Day Application and Site Plan](#)
- f) [Event Review Committee: Winter Wonderland
Winter Wonderland Application and Site Plan](#)

- g) [Public Works & Utilities](#): Lease and Purchase Agreements with Mobile Modular for Solid Waste Division Relocation to the Temporary Site at 1706 9th Street East
 - [Purchase Agreement](#)
 - [Office Lease Agreement](#)
 - [Restroom Lease Agreement](#)
 - [Office Floorplan](#)
 - [Restroom Floorplan](#)
- h) [Public Works & Utilities](#): Purchase Approval for a 2026 Chevy 5500 Regular Cab
 - [Quote from Alan Jay Fleet Sales](#)
- i) [Public Works & Utilities](#): Resolution 26-25 - State Revolving Fund Loan for Project No. DW4103B
 - [Resolution 26-25](#)
- j) [Public Works & Utilities](#): Resolution 26-26 - State Revolving Fund Loan for Project No. WW4103C
 - [Resolution 26-26](#)
- k) [Purchasing](#): First Contract Extension of RFP #23-001TWs with Brown & Brown of Florida, Inc.
 - [First Contract Extension of RFP #23-001TWs with Brown & Brown of Florida, Inc.](#)

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

8. NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

- a) [City Administration](#): Purchase and Sale Agreement with PHBGF Ventures, LLC for Parcel Identification Numbers 3365800109, 3365800159, and 4375700004
 - [Purchase and Sale Agreement PHBGF Ventures, LLC](#)

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE

CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 12:00 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguaje no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

AT COUNCIL MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented

during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the City Council, they should complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026
SUBMITTED BY: Kelly Thomas, Legislative
ITEM TYPE: Proclamation
AGENDA SECTION: PROCLAMATIONS
SUBJECT: Flood Awareness Week
SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

N/A

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

N/A

ATTACHMENTS:

[Flood Awareness Week Proclamation](#)

City of Bradenton

Office of the Mayor



Proclamation

*By virtue of the authority vested in me as Mayor of the City of Bradenton,
I do hereby issue this proclamation honoring*

Flood Awareness Week March 9th-15th, 2026

Whereas, the City of Bradenton has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in the City of Bradenton and surrounding areas, and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

Whereas, the City of Bradenton is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

Whereas, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

Whereas, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), have declared the week of March 9th-15th, 2026 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim March 9th-15th, 2026, as **Flood Awareness Week** in Bradenton, and further encourage our citizens to increase their knowledge of how to protect themselves and their property from flooding.

*Gene Brown
Mayor
February 25, 2026*

#OneCityOneTeam

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026
SUBMITTED BY: Corey Fortin, City Administration
ITEM TYPE: Resolution
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Resolution 26-22 - Revised Inventory List of Surplus Property Deemed Suitable for Affordable Housing
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

F.S. 166.0451 requires the City to prepare an inventory list of all city-owned real property deemed surplus and suitable for affordable housing and maintain the list on the City's website. The inventory list has been revised to reflect that on January 14, 2026, City Council approved the sale of property located at 1105 18th Street West. The sale was completed on January 30, 2026.

Additionally, the CRA has requested the removal of PID #4596300759 - 1013 6th Street East from the inventory list and recommended retaining the parcel for future development opportunities.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Blalock Walters

SUGGESTED MOTION:

Motion to approve Resolution 26-22.

ATTACHMENTS:

**CITY OF BRADENTON
RESOLUTION NUMBER 26-22**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING A REVISED INVENTORY LIST IDENTIFYING CITY PROPERTY DEEMED APPROPRIATE FOR USE AS POTENTIAL AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.0451, Florida Statutes, requires that every three years, each local government prepare an inventory of all real property within its jurisdiction to which the local government or any dependent special district within its boundaries holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, as required by Section 166.0451, Florida Statutes, City Council reviewed the list of affordable housing properties on October 11, 2023, and adopted Resolution 24-43 inventory list of potential affordable housing properties, as revised and that inventory list has been made publicly available on its website to encourage potential development; and

WHEREAS, the inventory list was revised by Resolution 24-105 on December 18, 2024; and again, by Resolution 25-14 on January 8, 2025;

WHEREAS, at the January 14, 2026, City Council Meeting, City Council approved the sale of property on the City's inventory list located at 1105 18th Street West, which sale was completed on January 30, 2026; and

WHEREAS, the Community Redevelopment Agency Board has requested the removal of the following parcel from the inventory list, and recommended retaining the parcel for future development opportunities:

- PID #4596300759

and;

WHEREAS, the City wishes to approve the attached revised inventory list of real property within the City of Bradenton to which the City of Bradenton or any dependent district within its boundaries holds fee simple title that is appropriate for use as affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The City of Bradenton hereby approves and adopts the revised inventory list attached as Exhibit "A" as appropriate for use as affordable housing.
2. The real properties identified in the revised inventory list attached as Exhibit "A" shall be offered for affordable housing in any one of the methods provided for in Section 166.0451, Florida Statutes, subject to the discretion of the Council to

consider any offers received in the best interests of the City. The term "affordable" has the same meaning as in Section 420.0004(3), Florida Statutes.

3. The City of Bradenton is hereby authorized to further review and conduct any necessary and reasonable due diligence for the real properties identified in the inventory list to further determine the feasibility of those real properties for use as affordable housing, and to take such further action as necessary and appropriate to comply with the requirements of Section 166.0451, Florida Statutes.
4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.
5. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 25TH DAY OF FEBRUARY 2026.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026
SUBMITTED BY: Corey Fortin, City Administration
ITEM TYPE: Resolution
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Resolution 26-23 - Revised Surplus Property Inventory List
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On August 13, 2025 City Council approved and adopted Resolution 25-76 to update the inventory list of City-owned surplus property available for disposition. On January 14, 2026 City Council approved the sale of the property located at 2104 12th Avenue West. The sale was completed on January 30, 2026.

The City Administration Department has identified the parcel located at 2115 9th Street East as City-owned parcel that may not be needed for public purposes. The parcel was originally purchased as part of a larger transaction for the purpose of relocation of the City's Public Works Complex. City Administration has since determined that the parcel is no longer needed for the Public Works Complex and it is appropriate to add to the surplus property inventory list and make it publicly available for disposition.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:

Motion to approve Resolution 26-23.

ATTACHMENTS:

[Resolution 26-23](#)

**CITY OF BRADENTON
RESOLUTION NUMBER 26-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BRADENTON, FLORIDA, ADOPTING A REVISED INVENTORY LIST
IDENTIFYING CITY PROPERTY DEEMED SURPLUS, AND TO BE
MADE PUBLICLY AVAILABLE FOR DISPOSITION; PROVIDING FOR
REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, after consideration by City Council of potential surplus properties at the October 11, 2023, City Council meeting, the City Administration Department recommended an inventory list of property declared as surplus and to be made publicly available on its website, and the City Council approved Resolution 23-44 adopting an inventory list that was made publicly available on the City's website; and

WHEREAS, City Council approved and adopted Resolution 25-76 revising the inventory list at the August 13, 2025, City Council meeting; and

WHEREAS, at the January 14, 2026, City Council meeting, City Council approved the sale of a property on the City's inventory list located at 2104 12th Avenue West, which sale was completed on January 30, 2026; and

WHEREAS, the City Administration Department has identified the parcel located at 2115 9th Street East as an additional City-owned parcel that may not be needed for public purposes (the "Parcel"); and

WHEREAS, the Parcel was originally purchased as part of a larger transaction for the purpose of relocation of the City's Public Works Complex; however, the City Administration Department has since determined that the Parcel is no longer needed for the Public Works Complex, and it is appropriate to add the Parcel to the surplus property inventory list; and

WHEREAS, the City wishes to approve the attached inventory list of real property within the City to which the City holds fee simple title declared as surplus, but that is not appropriate for use as affordable housing.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF
BRADENTON, FLORIDA:**

1. The City of Bradenton hereby approves and adopts the inventory list attached as Exhibit "A" as surplus, repealing and replacing the inventory list adopted pursuant to Resolution 25-76 and directs City staff to make the list publicly available for disposition.
2. The real properties identified in the inventory list attached as Exhibit "A" may be offered for sale, subject to the discretion of the City Council to consider any offers received in the best interests of the City and to reject any and all offers.

3. This Resolution shall repeal and replace Resolution 25-76 and all other prior resolutions, or portions thereof, in conflict herewith, to the extent of such conflict.
4. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 25TH DAY OF FEBRUARY, 2026.

ATTEST:

Tamara Melton
CITY CLERK

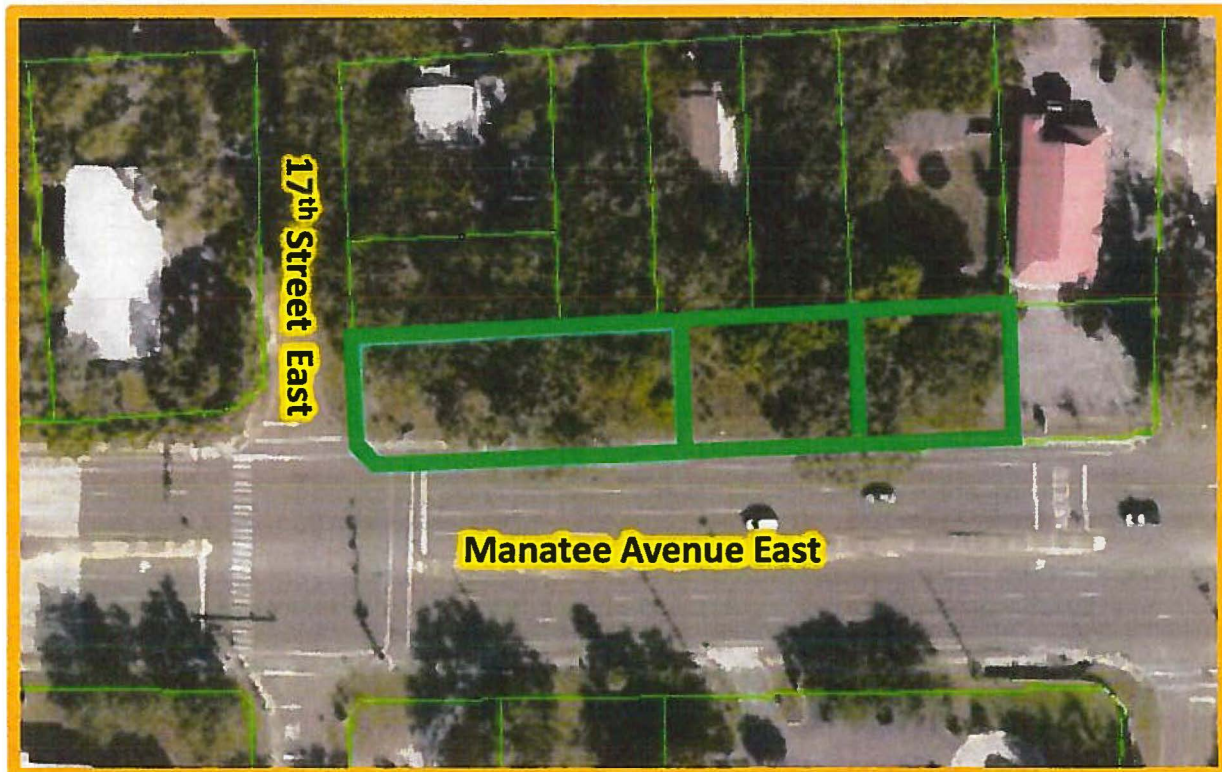
Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

1701, 1719, and 1723 Manatee Avenue East Bradenton, FL (Three Vacant Properties)

Parcel ID #s 1249301009, 1249501009, and 1249701009)
0.2523, 0.1363, and 0.1353 acres mol



Shuffleboard Courts/Vacant Land

1525 Ballard Park Drive

Bradenton, FL

PID# 3365800055; 1.6644 acres mol



#176

Vacant Lot

1403 Ballard Park Drive
Bradenton, FL

PID #3365800159, 0.3714 acres mol

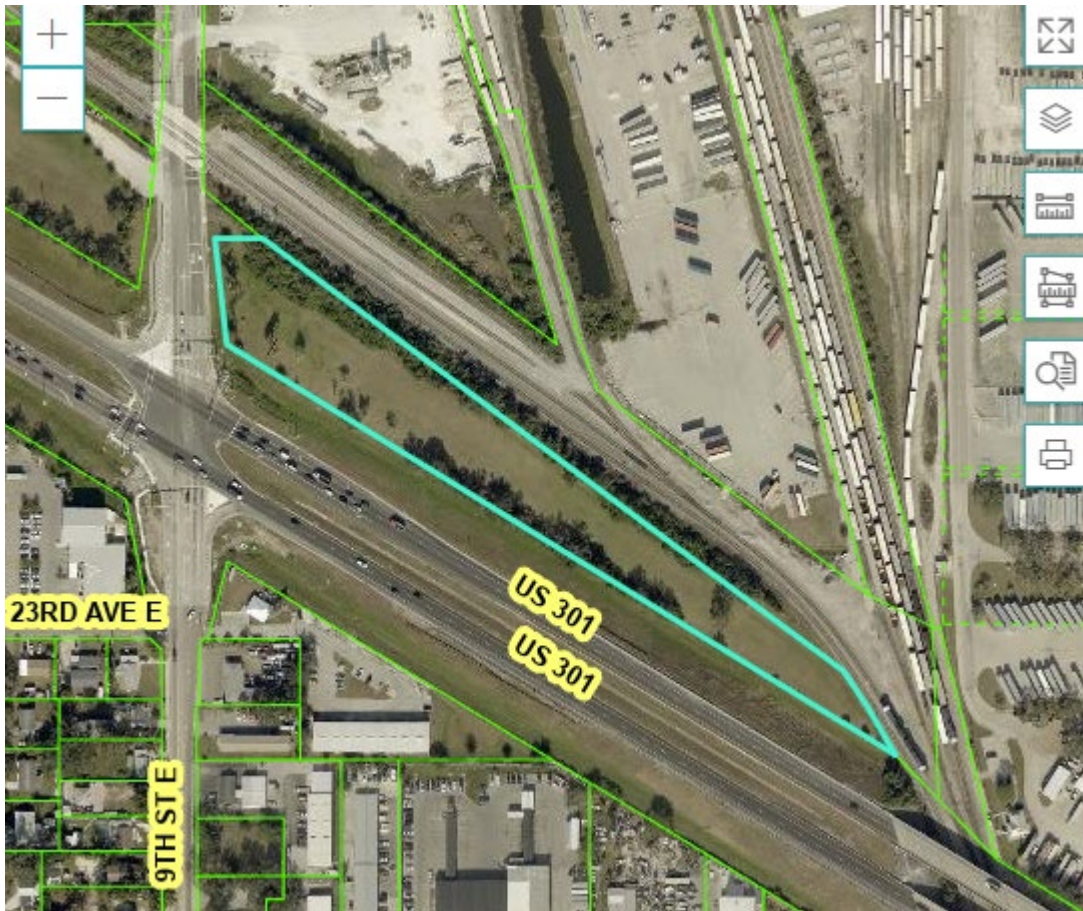


Vacant Lot

2115 9th ST E

Bradenton, FL

PID# 4687900059; 4.0800 acres mol



Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: Lance Williams, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-27 - Reimbursement of Costs Relating to Ironwood Water Main Replacements

SUGGESTED ACTION: Approved

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Under U.S. Treasury Reimbursement Regulations, the City of Bradenton is required to adopt an "official intent" to allow for reimbursement of costs and expenses associated with the design, construction, and installation of a new main water line to service roughly 647 units and associated common areas/amenities. The reimbursement options are a direct payment of the total assessed amount per unit from the property owner to the City of Bradenton or the total assessed amount per unit added to the property tax bill as a special assessment.

FINANCIAL IMPACT:

\$4,300,000

ATTORNEY REVIEW/RECOMMENDATION:

Attorney Rudacille reviewed the resolution.

SUGGESTED MOTION:

Motion to approve Resolution 26-27.

ATTACHMENTS:

[Resolution 26-27](#)

RESOLUTION NO. 26-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF REPLACEMENT WATER MAINS IN THE IRONWOOD COMMUNITY ASSOCIATION WITHIN THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton, Florida (the "City") has incurred and/or currently expects to incur various costs in relation to the acquisition, construction and installation of replacement water mains in the Ironwood Community Association within the City, as more particularly described in the plans and specifications on file with the City (collectively, the "Project"); and

WHEREAS, the City has determined it is in its best interest to preserve the City's ability to reimburse itself for costs of the Project from proceeds of tax-exempt debt; and

WHEREAS, Section 1.150-2 of the United States Treasury Regulations (the "Reimbursement Regulations") require the City to adopt an "official intent" (as described in the Reimbursement Regulations") to allow for the reimbursement of costs expended for the Project from proceeds of tax-exempt debt; and

WHEREAS, the adoption of an official intent does not require or commit the City to issue any tax-exempt debt.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. The City hereby adopts this Resolution as its "official intent" under the Reimbursement Regulations to allow it to reimburse various costs and expenditures relating to the acquisition, construction and installation of the Project. The City has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from legally available moneys on deposit in the City's Water and Sewer Fund. It is reasonably expected that any reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is currently not expected to exceed \$4,300,000 in principal amount. It is currently the intention of the City to principally secure such tax-exempt debt from water and sewer revenues of the City and/or a covenant of the City to budget and appropriate sufficient legally available non-ad valorem revenues of the City. The expenditures to be reimbursed, if any, shall be consistent with the City's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis.

Section 2. The City shall comply with all applicable law in regard to the public availability of records of official acts by public entities such as the City, including making this Resolution available for public inspection.

Section 3. It is the intent of the City that the purpose of this Resolution is to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Bradenton, Florida, this 25th day of February, 2026

By: _____
Gene Brown, Mayor

(SEAL)

ATTEST:

Tamara Melton, City Clerk

APPROVED AS TO FORM AND CORRECTNESS BY:

Scott Rudacille, City Attorney

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026
SUBMITTED BY: Tamara Melton, Clerk
ITEM TYPE: Minutes
AGENDA SECTION: CONSENT AGENDA
SUBJECT: Minutes from the January 28, 2026, City Council Meeting
SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the January 28, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the January 28, 2026, City Council meeting.

ATTACHMENTS:
[1-28-2026 City Council Meeting Minutes](#)

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES
8:30 a.m., Wednesday, January 28, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, January 28, 2026.

Present: Mayor Gene Brown; Vice Mayor Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Kemp Schuessler; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Josh Cramer, Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Tamara Melton, City Clerk; Marisa Powers, City Attorney; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Pastor, Rev. Dr. Joe Lemmons with Calvary Baptist Church.

(The City does not endorse the religious beliefs of any speaker.)

Mayor Gene Brown called the meeting to order at 8:32 a.m.

PROCLAMATIONS

a) Legislative: Black History Month Proclamation

Councilwoman Coachman was honored to accept the proclamation.

PRESENTATIONS

a) Police: Plaque Presentation

Josh Cramer, Police Chief, recognized Cassidy Brewer and her service as a dispatcher for the City of Bradenton. He praised her commitment, honesty, and leadership skills that she showed over 26 years of service.

Tim Geer, Fire Chief, shared experiences the Fire Department had with Ms. Brewer over the years and expressed his appreciation for her support and service.

Chief Cramer presented Ms. Brewer with a plaque commemorating her accomplishments. Council members and staff shared memories and appreciated her dedication and service to the City.

b) Information Technology: Retirement Announcement

Lance Williams, Chief Operating Officer, announced that IT Assistant Manager Kevin Murk was also retiring and expressed his appreciation for his service and support. Council members shared their gratitude for Mr. Murk's assistance and wished for him to enjoy his retirement.

CITIZEN COMMENTS

Kimla Murrell, 521 12th Avenue West, spoke about her organization, Exodus Community Resources, and said she wanted to host an event in May. She was unable to schedule the event and wanted to speak to someone about the availability of the pavilion.

Mayor Brown responded to Ms. Murrell that the pavilion was unavailable in May and June due to construction. He assured Ms. Murrell they would continue the discussion to figure out a solution.

CONSENT AGENDA

- a) Administrative Services: Resolution 26-09 - Community Development Block Grant (CDBG) funding for the City of Bradenton Public Works and Utilities Department
- b) Administrative Services: Resolution 26-10 - Community Development Block Grant (CDBG) for the City of Bradenton Community Redevelopment Agency (CRA)
- c) City Administration: Resolution 26-12 - Opioid Settlement Funds Disbursement Policy
- d) City Administration: Second Amendment to the Watertank Lease Agreement with T-Mobile South, LLC - EWT #5 at 2901 59th Street West
- e) Clerk: Resolution 26-11 - Revision of the Affordable Housing Advisory Committee (AHAC) Bylaws
- f) Event Review Committee: DeSoto River Regatta Fundraiser
- g) Event Review Committee: Earth Day Earth Day
- h) Event Review Committee: Law Enforcement Torch Run Manatee 5K
- i) Legislative: Resolution 26-07- Architectural Review Board Reappointment
- j) Legislative: Resolution 26-08 - Citizens Advisory Committee of the Metropolitan Planning Organization (MPO) Reappointment
- k) Purchasing: Agreement for Construction Manager at Risk (CMAR) Services for the City of Bradenton City Park Project
- l) Purchasing: Second Contract Amendment of ITB 22-002KC with AJ General Construction Services, Inc.
- m) Purchasing: Third Contract Amendment to PB-21-021KC with GML Coatings, LLC

MOTION TO APPROVE THE CONSENT AGENDA was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

- a) City Administration: Emergency Procurement Report

Rob Perry, City Administrator, explained there were two emergency purchases he was required to make. He said the first was at 3806 33rd Avenue West for a sewer repair, and the repair

was completed by C-Squared, Inc. The second, he continued, was related to a water main break at Manatee Avenue East and 22nd Street East and was completed by Woodruff and Sons.

- b) Purchasing: Addendum No. 2 Guaranteed Maximum Price (GMP) to Agreement for Construction Management at Risk (CMAR) Continuing Services with Halfacre Construction for Lift Station 03 Expansion

Mr. Perry explained that this contract outlined the cost of rebuilding the Lift Station 03 project. He said the services included demolition, bypass pumps, and the construction of the lift station and the force main associated with it, along with other processes needed to complete the project.

Councilwoman Barnaby asked Mr. Perry to clarify the section of the addendum that referenced contract time and liquidated damages. Mr. Perry explained that the section stated that the CMAR was responsible for substantial completion of the work within 301 days. He explained that if the target was not met, there was a penalty and the contractor would pay a fine.

MOTION TO APPROVE ADDENDUM NO. 2 GMP TO AGREEMENT FOR CMAR CONTINUING SERVICES WITH HALFACRE CONSTRUCTION was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Barnebey. The motion passed 5-0.

UNFINISHED BUSINESS

- a) City Administration: Second Amendment to Purchase and Sale Agreement between New Rogers Garden, Limited Partnership, Housing Authority of the City of Bradenton, and the City of Bradenton

Mr. Perry explained that the City wanted to purchase this property due to its proximity to the City Park development. Initially, he continued, the title search indicated that any purchase would require approval from the United States Department of Housing and Urban Development (HUD). However, upon further review, he clarified that the title company determined that HUD approval was not necessary for the purchase, allowing the transaction to proceed.

MOTION TO APPROVE THE SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN NEW ROGERS GARDENS, LIMITED PARTNERSHIP, THE HOUSING AUTHORITY OF THE CITY OF BRADENTON, AND THE CITY OF BRADENTON AND AUTHORIZE THE MAYOR TO EXECUTE ALL CLOSING DOCUMENTS REQUIRED TO CONSUMMATE THE PURCHASE was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

Theresa Armstrong, IT Project Manager, explained that the City launched a new asset management program that aligned with the City's Face It and Fix It initiative. She said the program allowed staff to manage assets through the entire life cycle, and as part of the new program, staff launched "My Bradenton 311", a public web portal that replaced the outdated

“Public Stuff” reporting system. Ms. Armstrong announced that “My Bradenton 311” would go live on Monday, February 2, 2026.

Mayor Brown recessed the meeting at 9:45 a.m. and the meeting reconvened at 10:01 a.m.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

Planning & Community Development: **Quasi-Judicial:** Petition PLN-APL-25-003 - PUBLIC HEARING - TIME CERTAIN AT 10:00 AM

Tamara Melton, City Clerk, administered the oath for those that wished to speak during the following public hearing.

Mayor Brown announced that any emails received by council members have been added to the public record. He explained the guidelines and steps for the public hearing and presentations for both sides.

Mayor Brown opened the public hearing.

Mayor Brown asked the council members if they had any ex-parte communications regarding this matter. All council members responded no.

Laura Lawson, attorney representing the appellant, Carrie Price, presented information that supported the petition to appeal. She explained that Robin Singer, the Planning and Community Development Director, provided a thorough report asserting that Cottonmouth Southern Soul Kitchen should be classified as an outdoor auditorium and concluded that no error had been made. She pointed out that the interior of the Village of the Arts District was a more restricted portion and primarily residential. She said the businesses within the interior are mostly classified as low-intensity uses. Ms. Lawson summarized the Planning Commission’s decision on allowing live music at Cottonmouth and asked that Council reverse their decision.

Carrie Price, the appellant, spoke about the effects the live music has had on her family. She asked the council to uphold Ms. Singer's determination, apply the code as written, and allow the code's boundaries to function as intended.

Ms. Singer summarized the events associated with Cottonmouth leading up to this appeal. She explained how she made the administrative interpretation that the property’s use was most similar to an outdoor auditorium or outdoor amusement center, which are not listed as permitted uses. On appeal from the owner of the property, she continued, the Planning Commission found that the live music was an accessory to the restaurant, subject to stipulations, and the property owner was awarded an appeal to provide live music. She explained that the owners of a neighboring property filed an appeal of the Planning Commission’s decision to allow live music.

Staff Report:

"Based on the evidence provided and all public testimony at the October 15, 2025 meeting, the Planning Commission voted 4-2 to grant the appeal finding that that the musical entertainment was permitted as an accessory to the restaurant and that the musical entertainment could continue provided that meals are served at all times during live music events and patrons are not charged a separate admission, entry fee or ticket for live music events. The Final Order was approved at the November 19, 2025, meeting by a vote of 4- 2. City Council may agree with the Planning Commission's determination and support the Final Order, agree with the determination but amend the Final Order or disagree with the Planning Commission's Determination and reverse the Final Order."

Ms. Singer explained that both the Village of the Arts Overlay District and the Form Based Code apply to this property and its use. She presented information on the Comprehensive Plan and Urban Village Future Land Use designation. She said the future land use designation stated, *"The Urban Village includes areas near the fringe of the Urban Core and is anticipated to develop with character, lifestyle, and friendliness of a village based on the concepts of new urbanism."* Ms. Singer felt this information influenced the Planning Commission's decision to grant Cottonmouth's appeal in November 2025. Ms. Singer informed the council members of the options for their decision on this appeal.

Dave Shiplett and Cecilia Hernandez, co-owners of Cottonmouth Southern Soul Kitchen, spoke about the importance of music and its history in the Village of the Arts. Ms. Hernandez stated that the economic overlay came before the Form Based Code, which allows exceptions to art-related businesses.

Mr. Shiplett explained that on average, they have six to eight hours of live music a week. He asserted that Cottonmouth was a food-forward and community-rooted restaurant and has no similarities to an outdoor auditorium. Mr. Shiplett commented on the repeated law enforcement response calls and said they were in compliance each time. He believed that the enforcement of noise ordinances and compliance with fire and building regulations should handle these complaints, not the City Council. Mr. Shiplett expressed that through this process he has done everything possible to mitigate the situation with his neighbors. Ms. Hernandez stated they have started the permitting and design process for the property to achieve compliance from City departments.

Those that spoke in support of the Appeal of PLN-APL-25-003:

- Christine Turner 1113 12th Street West, Bradenton
- Zoe Von Averkamp 1125 12th Street West, Bradenton
- Dawn Collins 1017 12th Avenue West, Bradenton
- Carol Diaste 1105 12th Street West, Bradenton
- Dona Musitano 1010 10th Avenue West, Bradenton
- Jennifer Kropp 6804 34th Avenue West, Bradenton
- Gene Tenery 1115 13th Street West, Bradenton
- Claudia Wizner 1115 13th Street West, Bradenton
- Preston Whaley 1122 12th Street West, Bradenton

Those that spoke in opposition of the Appeal of PLN-APL-25-003:

- Mike Chambers, Sarasota
- Annie Russini, Bradenton
- Vinnie Marini 5139 12th Avenue South, Gulfport
- Turner Moore 1034 Virginia Drive, Sarasota
- Rick Lewis 1009 12th Street West, Bradenton
- Peggy Ball 4102 24th Avenue West, Bradenton
- Lafayette Reid 524 40th Street West, Palmetto
- Paul Benjamin 70 Lake Avenue, Maine
- Kyle Morris 1001 11th Avenue West, Bradenton
- Nicole Skaggs 7216 16th Avenue Drive West, Bradenton
- Alyssa Santiago 1208 12th Street West, Bradenton
- Jeff Vangen 6041 39th Court E, Bradenton
- Stephanie Grace 3618 1st Avenue West, Bradenton
- Bill Webster 7819 San Juan Avenue, Bradenton
- Matthew Farmer 1001 12th Avenue West, Bradenton
- Andrew Shroeder 1302 13th Avenue West, Bradenton
- Teri Nattress 1009 13th Avenue West, Bradenton
- Luke Andrews 10915 Bristol Bar Drive #108, Bradenton
- Charles Michael Dunivin 3012 15th Avenue West, Bradenton
- Steve Arvey 2901 26th Street West #809, Bradenton
- Vicki Guy 2230 Greendale Drive, Sarasota

Mayor Brown closed the public hearing and allowed time for rebuttal testimony.

Mr. Shiplett stated that Cottonmouth's patrons are respectful, and the business has a positive economic effect on the Village of the Arts. Ms. Hernandez compared all the negative comments about Cottonmouth with other neighboring properties' contributions to noise and street activity.

Ms. Singer requested to make sure the ruling was clear and enforceable with guidelines on how to keep in line with restaurant use and not mix with other uses.

Ms. Lawson felt that sound mitigation was not possible in this situation. She suggested that Cottonmouth relocate to the more commercial location in the Village of the Arts. She asserted that the lack of enforcement was what created her client's issues.

Councilman Schuessler stated he was sympathetic to residents in the Village of the Arts and appreciated everyone's opinions on both sides. He said the intent of the overlay district was to create and allow a neighborhood where art, creative businesses, and residents could live, work, and flourish. He expressed his belief that music and creative activities are vital to the Village of the Arts and the City of Bradenton.

Vice Mayor Kocher was satisfied to hear that the City has made progress getting rid of the slum and blight. She expressed that fire and public safety concerns are paramount to

everything and questioned if all standards were met. Ms. Singer informed her that Cottonmouth was in the process of meeting all requirements.

Councilwoman Coachman praised how respectful everyone was during the meeting. She said that the overlay district was placed to stimulate live, work, and play in the neighborhood. She emphasized the importance of bringing young people to the City.

Mayor Brown spoke about the history of the area near the Village of the Arts and stated that the neighborhood was much safer now than before. He mentioned the room for growth and felt that the Village could accommodate 200-225 homes.

Brian Theirs, Assistant Police Chief, gave a brief history of the police calls related to Cottonmouth.

Councilwoman Moore pointed out that the overlay district encouraged a mix of entertainment and eateries. She felt the definition of an outdoor auditorium did not fit in this situation and said that many restaurants relied on music to get people in their establishment.

Councilwoman Barneby thanked everyone for coming to the meeting. She said she knew the Village of the Arts' history well and was saddened by the residents' inability to get along. She emphasized that the design of this area did not mimic that of a typical residential neighborhood.

Councilman Schuessler asked Scott Rudacille, City attorney, for clarification if stipulations need to be added to the motion. Mr. Rudacille felt that adding stipulations was not appropriate at this time, and if Council felt it necessary, they could have a legislative session to determine those regulations in the future.

MOTION TO UPHOLD THE PLANNING COMMISSION'S FINAL ORDER ON NOVEMBER 19, 2025, AND TO DENY THE APPEAL FOR PETITION PLN-APL-25-003 was made by Councilman Schuessler and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

COUNCIL REPORTS

Councilwoman Barneby announced that this was Literacy Week and she would be participating in a program at Gene Witt Elementary with their special education class. She thanked everyone involved with the Manatee County fair this year and recommended that the City of Bradenton have a booth at the fair next year.

Councilman Schuessler stated he looks forward to the Pittsburgh Pirates coming to town and the upcoming River Regatta. He spoke to a group of residents, and he planned to organize a community clean-up of the area near Wares Creek.

Councilwoman Gonzalez Moore thanked everyone for their support with the lift station project. She was excited about the direction the City was heading, regarding strategic planning. She was approached by a new business owner about flag signs and wondered if the regulations against them could be revisited.

Councilwoman Coachman spoke about the retirement of Cassidy Brewer and mentioned keeping the slogan, "Ward Five is Alive."

Vice Mayor Kocher met with Village Green residents at their annual Homeowner's Association meeting and shared updates on the City's projects. She encouraged other homeowners' associations to reach out, and she would gladly attend their meetings. She hoped that after today's meeting, the Village of the Arts residents could come together and thrive.

Mayor Brown spoke about the cold weather and thanked staff for getting the information out for residents in need. He suggested that residents follow the City's social media pages to stay up to date on Face It and Fix It projects.

DEPARTMENT HEAD REPORTS – None.

The meeting was adjourned by Mayor Gene Brown at 1:21 p.m.

NOTE: This is not a verbatim record. An audio recording of the meeting is available upon request.

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive St. Patrick's Day Celebration

SUGGESTED ACTION: The Event Review Committee recommends approval with the stipulations: 4 Bradenton Police Department Extra Duty Officers onsite, 3 Public Works Staff onsite, 2 port-o-lets onsite (1 ADA Compliant) and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Bjerke Family Foundation Aka Nightlife Productions will be hosting Bradenton Alive - St. Patrick's Day Celebration on March 14, 2026, in the Old Main Street area. The event will feature live music, alcohol sales, food trucks and merchandise vendors. This event has an expectation of 500 in attendance.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

Motion to approve the Bradenton Alive St. Patrick's Day Celebration with stipulations recommended by staff.

ATTACHMENTS:

Bradenton Alive St. Patrick's Day Application and Site Plan



SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Bjerke Family Foundation, Inc Date of Application: 1/15/2026
 Contact Name: Kristen Lee Coats Contact Phone 1: 727-492-2697
 Contact Email: [REDACTED] Contact Phone 2: David Lay
813-478-0229
 Address: 7282 55th Avenue E, Unit 169, Bradenton, FL 34203
 City: Bradenton State: FL Zip: 34203

Event Information

Name of Event: Bradenton Alive St. Patrick's Day Celebration Event Date: 3/14/26

Purpose of Event: holiday celebration block party

Description of Event: live music on stage, food trucks, merchandise vendors

Event Location: 12th Street W(Old Main Street) between SR64 and 3rd Avenue W

If the event is to be held on the Riverwalk, please check the area(s) to be used.

- | | | |
|---------------------|------------------------|-------------------|
| Mosaic Amphitheater | Pavilion Area | Great Lawn |
| Regatta Plaza | Parking Lot Areas | Tower Plaza |
| Skate Park | Outdoor Living Room | Botanical Gardens |
| Volleyball Courts | Other (specify): _____ | |

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	3/14/2026	Saturday	3pm		
Event Day 1	3/14/2026	Saturday	7:00pm	11:00pm	500
Event Day 2					
Event Day 3					
Break Down	3/14-15/2026	Saturday/Sunday	11:00pm	1:00am	

Number of years event has been held: 2

Past Attendance: 500

(03/2022)

Is there a fee to attend the event? Yes No Is the event open to the public? Yes No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10x10	10	Old Main Street, vendors

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes No
Will the event require electricity? Yes No Type of electrical power: 110v
Will a generator be used? Yes No Size of generator: 20kw
Will gas equipment be used? Yes No Type of fuel source: deisel
(generator is back up energy for stage)

Vendor Information

Will the event offer food? Yes No
Where will the food be prepared? inside food truck or under food tent
Will cooking equipment be used? Yes No
Method/type of cooking equipment
Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos
Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No
Will amplified sound equipment be used? Yes No
Will musical entertainment be used? Yes No
Please describe any type of entertainment and sound equipment.
live band with sound reinforcement to cover city block, top 40 cover bands of different genres

Are fireworks planned? Yes No Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes No

Describe any additional event activities.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of \$25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

(03/2022)

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Bjerke Family Foundation, Inc, applicant/event organizer for Bradenton Alive St. Patrick's Day Celebration (event), scheduled for (date&hours), 3/14/2026, from 7:00pm to 11:00pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats
Signature of Applicant/Event Organizer

Bjerke Family Foundation, Inc
Organization

Kristen Lee Coats
Typed or Printed Name and Title

1/15/2026
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Kristen Lee Coats
Signature of Applicant/Event Organizer

Bjerke Family Foundation, Inc
Organization

Kristen Lee Coats
Typed or Printed Name and Title

1/15/2026
Date

(03/2022)

**CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)**

Name of Requestor: Kristen Lee Coats

Name of Organization: Bjerke Family Foundation, Inc

Street Address: 7282 55th Avenue E, Unit 169

City: Bradenton State: FL Zip: 34203

Telephone: 727-492-2697 Email: [REDACTED]

Name of Event: Bradenton Alive St. Patrick's Day Celebration

Start Date: 1/14/2026 End Date: 1/15/2026 Start Time: 1pm End Time: 1am

Proposed roads to close (specific locations, include map):

12th Street W(Old Main Street) between SR64 and 3rd Avenue W,
4th Avenue W between 10th Street and 13th Street

Proposed detour route (include alternative road and map):

Additional notes and comments:

Bollards need to be put up at the intersections of:
12th Street West and SR64
12th Street West and 4th Avenue West
13th Street West and 4th Avenue West
10th Street West and 4th Avenue West

(03/2022)

Bradenton Alive Site Map – St. Patrick’s Day 3/14/2026



Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Winter Wonderland

SUGGESTED ACTION: The Event Review Committee recommends approval with the stipulations: 1 Bradenton Police Department vehicle blocking a portion of 4th Avenue West and the southeast corner of Old Main; 3 Bradenton Police Department Extra Duty Officers; 4 Public Works Extra Duty Staff and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

Realize Bradenton will be hosting Winter Wonderland on December 5, 2026, in the Old Main Street area. This is a family friendly event featuring live performance, ice slides, kid activities and food options. The event has an expectation of 8,000 in attendance.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

Motion to approve Winter Wonderland with stipulations recommended by staff.

ATTACHMENTS:

Winter Wonderland Application and Site Plan



SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton Date of Application: 1/14/26
 Contact Name: Karen Corbin Contact Phone 1: 860-214-7763
 Contact Email: [REDACTED] Contact Phone 2: _____
 Address: 1015 Manatee Ave W
 City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Winter Wonderland Event Date: 12/5/26
 Purpose of Event: Family Friendly Holiday Festival
 Description of Event: Events Performers Food Decorations
 Event Location: old main st

If the event is to be held on the Riverwalk, please check the area(s) to be used.

- | | | |
|---------------------|------------------------|-------------------|
| Mosaic Amphitheater | Pavilion Area | Great Lawn |
| Regatta Plaza | Parking Lot Areas | Tower Plaza |
| Skate Park | Outdoor Living Room | Botanical Gardens |
| Volleyball Courts | Other (specify): _____ | |

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	<u>12/5/26</u>	<u>Sat</u>	<u>3pm</u>	<u>5pm</u>	
Event Day 1	<u>12/5/26</u>	<u>Sat</u>	<u>5pm</u>	<u>8pm</u>	<u>8000</u>
Event Day 2					
Event Day 3					
Break Down	<u>12/5/26</u>	<u>Sat</u>	<u>8pm</u>	<u>10pm</u>	

Number of years event has been held: 3 Past Attendance: 8000

(03/2022)

Is there a fee to attend the event? Yes No Is the event open to the public? Yes No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10 x 10	40	Main St

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes No
 Will the event require electricity? Yes No Type of electrical power: COPI
 Will a generator be used? Yes No Size of generator: stage
 Will gas equipment be used? Yes No Type of fuel source: leadors

Vendor Information

Will the event offer food? Yes No
 Where will the food be prepared? Vendor's
 Will cooking equipment be used? Yes No

Method/type of cooking equipment
 Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No
 Will amplified sound equipment be used? Yes No
 Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.
Local Performers Singing, DJing Bands

Are fireworks planned? Yes No Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes No

Describe any additional event activities.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan. *1 on 4th Ave E of main st*

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of \$25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

(03/2022)

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Karen Corbin, applicant/event organizer for WW (event), scheduled for (date&hours), 12/5/26, from 3pm to 10pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

[Signature]
Signature of Applicant/Event Organizer

Acadize Bradenton
Organization

Karen Corbin - Executive Director
Typed or Printed Name and Title

2/19/25
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

[Signature]
Signature of Applicant/Event Organizer

Acadize Bradenton
Organization

Karen Corbin - ED
Typed or Printed Name and Title

2/19/26
Date


CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Karen Corbin

Name of Organization: Realize Bradenton

Street Address: 1015 Manatee Ave W

City: Bradenton State: FL Zip: 34205

Telephone: 941-214-7763 Email: 

Name of Event: Winter Wonderland

Start Date: 12/5/26 End Date: 12/5/26 Start Time: 3PM End Time: 10PM

Proposed roads to close (specific locations, include map):

*Old main: Manatee Ave to Westminster
3rd Ave W: 13th St W to 10th St W
4th Ave W: 13th St W to 4th Street -*

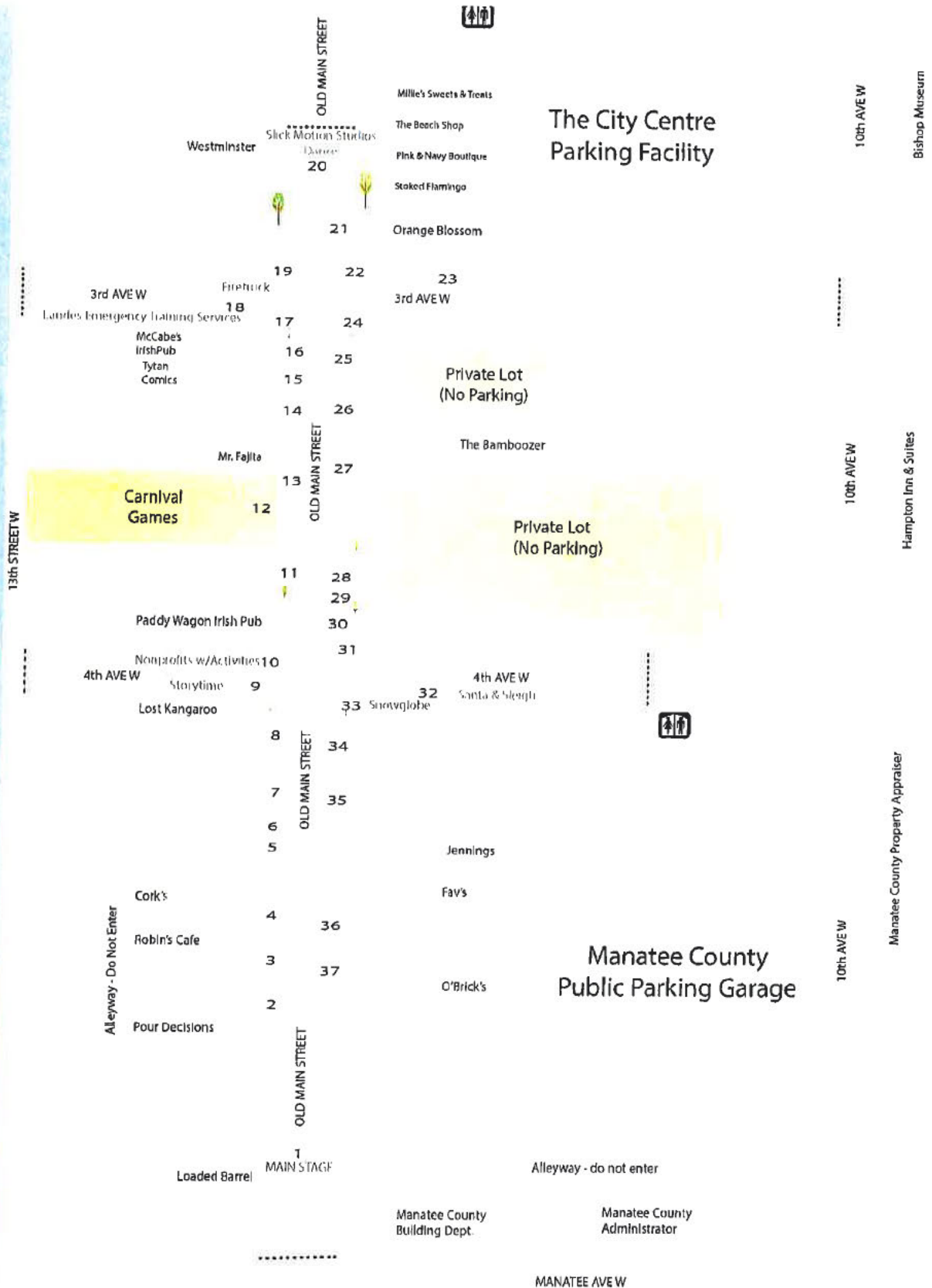
Proposed detour route (include alternative road and map):

Additional notes and comments:

Winter Wonderland

December 21, 2025

- 1 Main Stage Performances
- 2 Hofmann's Liquor Cakes
- 3 A'qutra
- 4 I Love Bags
- 5 Edible Cookie Dough
- 6 Tea Tree Cafe: Hot Cider
- 7 Artifacts Pottery
- 8 Canis Major Studio
- 9 Realize Bradenton: Info
- 10 Storytime & Activities
- 11 FEWD Tent
- 12 Carnival Games
- 13 Royal BBQ & Grill
- 14 Davan Food Service
- 15 Asteria Sol Creatlons
- 16 Ochre + Co.
- 17 Maggle's Farm Tie Dye
- 18 Firetruck & Landes
- 19 Aleta's Alchemy
- 20 Slick Motion Studios
- 21 Scott's Exotic Plants
- 22 Orange Blossom Coffee
- 23 Half Plate Catering
- 24 Uncle Dave's Kettle Korn
- 25 Kona Ice
- 26 Big Blue Grilled Cheese
- 27 Oli's Market
- 28 Cookies by the Graham
- 29 Darling Little Faces
- 30 Rock N Eggroll
- 31 Brewed Monday Coffee
- 32 SANTA w/sleigh
- 33 Snowglobe
- 34 Crafts by Kathy
- 35 BYOB Reusables
- 36 Dungeon Guild Printing
- 37 Dapper Bowtique



Winter Wonderland

12/5/26

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Lease and Purchase Agreements with Mobile Modular for Solid Waste Division Relocation to the Temporary Site at 1706 9th Street East

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The Solid Waste Division of Public Works and Utilities must be relocated to make room for City Park project next to LECOM Park. Mobile Modular has a Sourcewell contract #120822 that allows for the lease and purchase agreements to be approved. The City will purchase a triple wide office modular unit and lease a restroom unit with ramps and steps for a period of 12 months and two 1 year renewals.

FINANCIAL IMPACT:

12-month lease of restrooms and ramps (Q583288)=\$77,036.86 plus 2 (1 year) renewals for a total of \$231,110.60

12-month lease of ramps and steps for office modular building-\$40,000

1 purchase of modular unit (Q58142)=\$161,964.

Total purchase and 12 months =\$279,000.86

ATTORNEY REVIEW/RECOMMENDATION:

Please see the motion below.

SUGGESTED MOTION:

Motion to Approve the Lease and Purchase Agreements with Mobile Modular subject to review and revision by Attorney Rudacille.

ATTACHMENTS:

[Purchase Agreement](#)

[Office Lease Agreement](#)

[Restroom Lease Agreement](#)

[Office Floorplan](#)

[Restroom Floorplan](#)



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement	
Quote #	Q-581842
Date of Quote	01/27/2026
Quote Expiration Date:	02/26/2026
Estimate Del Date	04/10/2026
Buyer PO#:	

Buyer Name and Billing Address	Site Information	Seller Name
City of Bradenton ("Buyer") 402 15th Street East Bradenton, FL 34208 Jean Totti Phone #: 941.462.1999	Jean Totti 1706 9th Street East Bradenton, FL 34208 Cell: 941.462.1999	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") Questions? Contact: Rich Chan rich.chan@mobilemodular.com Direct Phone: 1 (817) 663-8527

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 36x56 DBPR (Item1965) (Flexible 94298) Configuration Multiplex.Size excludes 4' towbar.)	1		\$138,750.00	N

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 36x56 DBPR (Item1759W) (Flexible Configuration Multiplex.Size excludes 4' towbar.)				
Delivery	3	\$1,432.00	\$4,296.00	N
Block and Level Building	1	\$11,593.00	\$11,593.00	N
Essential Material Handling Fee	3	\$75.00	\$225.00	N
Drawings	1	\$2,500.00	\$2,500.00	N
Skirting, Install	184	\$25.00	\$4,600.00	N

Total Estimated Charges	
Subtotal	\$161,964.00
Taxes	\$0.00
<u>Total Charges (including tax)</u>	<u>\$161,964.00</u>

Special Notes

Quote based on availability. Temporary/Portable Holding Tanks: Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. Lessor strongly recommends that the equipment be connected directly to sanitary sewer lines. This proposal does not include ,Ramp or Steps , furniture, or awnings, removal of hitches, axels and tires, unless specifically identified on quote. This proposal assumes the use of earth anchoring on grass or dirt surface. Customer is responsible for scheduling all locates (www.sunshine811.com) and making MMMC aware of any hazards before digging. Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site preparation, utilities/connections, grounding, fire alarm systems, fire sprinkler systems. If installation will be on asphalt/concrete and If tires or axles need to be removed, this will be done at an additional charge.

We are pleased to provide a purchase quote for a building that has been part of our rental fleet. We want to set the right expectations for the condition of the building.

Your building will go through our inventory center before it is delivered to your site. Our team will clean the interior, exterior and roof of the building. They will inspect and check the electrical and plumbing systems and clean and check the HVAC for proper operation.

The building will have imperfections. You may see dents, dings or repair areas on the exterior. There will likely be repaired wall panels on the interior and possibly some color variations in wall panel coverings. Fixtures, such as door



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement	
Quote #	Q-581842
Date of Quote	01/27/2026
Quote Expiration Date:	02/26/2026
Estimate Del Date	04/10/2026
Buyer PO#:	

hardware, window blinds, light fixtures, sinks, faucets, cabinetry, marker and tack board could show signs to wear. The floor covering will be not be new, but it will be in good and useable condition.

If there are specific aspects of the building that are important to you, please let us know. We may be able to pay special attention to those areas or quote you for refurbishment or replacement.

Clarifications

- The Total Price quoted in this Agreement shall be valid through the Quote Expiration Date set forth herein or for 30 days from the Date of Quote, whichever is earlier. Notwithstanding the foregoing, in the event this Agreement is signed by Buyer after the applicable expiration date, Seller shall have the option to either accept as set forth below or reject the Agreement in writing. Seller may accept the Agreement by: (1) signing the Agreement below; (2) notifying Buyer in writing of Seller's acceptance; or (3) beginning performance of the Services set forth herein.
- This transaction is subject to prior approval of Buyer's credit to the sole satisfaction of Seller.
- Buyer is responsible for proper preparation of the Site prior to delivery of the Equipment in accordance with the terms and conditions of this Agreement.
- In-fleet used Equipment is subject to availability at the time of Buyer's signing of this Agreement.
- Unless otherwise noted, all Equipment is previously leased and in used condition. Any floor plans attached or provided are conceptual only. Materials, dimensions, and specifications might vary. Detailed specifications may be available upon request.
- A down payment may be required at the time of Buyer's execution of this Agreement, as specified in the Payment section of the Sale Terms and Conditions, or as may otherwise be specified in this Agreement.
- Sales and any other taxes will be calculated based on the applicable rates at the time of invoicing and the Total Price will be adjusted accordingly.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon Act wages or benefits, or other special or certified wages or benefits.



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement	
Quote #	Q-581842
Date of Quote	01/27/2026
Quote Expiration Date:	02/26/2026
Estimate Del Date	04/10/2026
Buyer PO#:	

This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference, and together shall collectively be one integrated contract:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at <https://www.mobilemodular.com/contractterms> as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

BUYER:
 City of Bradeton

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement	
Quote #	Q-581842
Date of Quote	01/27/2026
Quote Expiration Date:	02/26/2026
Estimate Del Date	04/10/2026
Buyer PO#:	

SALE TERMS AND CONDITIONS

1. **SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Equipment. "Equipment" means the modular buildings identified in the Agreement, and any Accessories to be furnished by Seller to Buyer. "Accessories" means any additions, attachments, add-ons, fitments, parts, components, or accessories to the modular buildings to be furnished by Seller to Buyer as may be specified in under this Agreement. In connection with its sale of the Equipment and Accessories, Seller shall also perform the services described in the Charges Upon Delivery and/or as clarified in the Special Notes portion of this Agreement, if applicable (the "Services"). This Agreement is not a construction contract or a contract for improvements to real estate or for the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance. Seller is not a designer or a manufacturer of the Equipment.

2. **PAYMENT.** Buyer shall pay Seller the Total Price set forth in the Agreement, which shall include all amounts owed for the Equipment, Accessories, and Services and which shall be subject to adjustments for changes, unknown conditions or unforeseen circumstances, including, but not limited to, driver waiting time, special transport permits, difficult site conditions, or increases in fuel prices, in accordance with the terms of this Agreement and subject to adjustments for all applicable taxes calculated at the time of invoicing (collectively, the "Purchase Price") on the applicable payment schedule listed below. Notwithstanding the possible payment schedules listed below, in the event that an alternate payment schedule is specified in the Special Notes of this Agreement, such alternate payment schedule shall supersede the payment schedules listed below. Any amounts not specified in the applicable payment schedule that hereafter become due from Buyer to Seller pursuant to the terms of this Agreement shall be due thirty (30) days after Buyer's receipt of Seller's invoice, unless a different payment period is provided herein. No payments due from Buyer shall be reduced by any abatement, setoff, or back charge of any kind whatsoever arising from any cause whatsoever. Neither title nor ownership of the Equipment shall pass to Buyer before the entire Purchase Price has been paid to Seller. Buyer hereby grants to Seller, to secure the payment and performance in full of all of Buyer's obligations under this Agreement, a security interest in the Equipment consistent with the provisions of Section 18 of the Supplemental Sale Terms and Conditions.
 - (a) **NEW EQUIPMENT AND SERVICES PAYMENT SCHEDULE.**
 - Fifty percent (50%) of the Total Price upon Buyer's execution of this Agreement.
 - Forty percent (40%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
 - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).
 - (b) **USED EQUIPMENT AND SERVICES PAYMENT SCHEDULE.**
 - Twenty-five percent (25%) of the Total Price upon Buyer's execution of this Agreement.
 - Sixty-five percent (65%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
 - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).

3. **SELLER SCOPE OF WORK; EXCLUSIONS; CHANGE ORDER.** Seller's scope of work is limited to (1) the procurement and/or preparation of the Equipment and Accessories (if any) to meet the specifications set forth in this Agreement; and (2) performance of the Services. The Total Price excludes all additional services, accessories, ancillary items or equipment and additional on-site labor. The following are obligations of the Buyer and specifically excluded from Seller's obligations under this Agreement: (i) permits and licensing related to the Site; (ii) Site engineering or other design services; (iii) selection or preparation of the Site (iv) utilities or temporary power, and (viii) utility connections, whether temporary or permanent. Buyer may request changes or alterations in Seller's scope of work, which Seller may or may not agree to in Seller's sole discretion. Any written change orders shall be incorporated by reference into this Agreement and subject to all Terms and Conditions set forth herein.

4. **SCHEDULE; BUYER DELAYS.**
 - (a) Buyer will schedule operations such that delivery and installation of the Equipment may be carried out by Seller in one continuous operation and in proper sequence. Should there be delays in the Buyer's preparation of the Site which would delay delivery and/or installation of the Equipment, Buyer shall notify Seller no less than ten (10) days in advance of the Estimated Delivery Date. In the event Buyer fails to comply with the foregoing requirements, Buyer will reimburse Seller for actual costs and damages incurred, including a reasonable markup for overhead and profit for work performed by Seller, resulting from such delay. Any such delay resulting therefrom will extend Seller's period of performance, which may not be a day for day extension of time.
 - (b) If Buyer delays delivery of the Equipment for any reason for thirty (30) days or longer from the original Estimated Delivery Date, Seller, in its sole discretion may take one or more of the following actions which Buyer shall be notified of in writing: (1) revise



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement	
Quote #	Q-581842
Date of Quote	01/27/2026
Quote Expiration Date:	02/26/2026
Estimate Del Date	04/10/2026
Buyer PO#:	

prices to reflect current market rates for materials, equipment or services, which Seller shall notify Buyer of in a written change order prior to delivery of the Equipment; (2) require Buyer to pay any remaining balance of the Purchase Price in full; (3) require Buyer to pay a monthly fee for storage of the Equipment; and (4) terminate the Agreement and in so doing, Buyer shall be responsible for payment to Seller of a termination fee ("Termination Fee") for the costs incurred and profits lost as a result of Seller's performance of its obligations under this Agreement prior to such termination, and which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments previously made to Seller will be credited against the Termination Fee and amounts in excess of the Termination Fee may be refunded to Buyer. In the event that Buyer fails to timely pay the Termination Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to timely take delivery of the Equipment and/or to pay such Termination Fee.

5. **CANCELLATION.** It is understood and agreed between the parties that, upon the Buyer's execution of this Agreement and acceptance of all Buyer obligations set forth herein, Seller shall proceed with procurement of any materials, equipment, labor, or otherwise in the performance of its obligations hereunder and in so doing, may incur extraordinary costs and expenses. All sales are final and non-refundable upon delivery of the Equipment to the Site. Any requests to cancel this Agreement prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in a writing that expressly references this Agreement and provides all the terms and conditions of the cancellation. In the event Seller accepts a cancellation requested by Buyer, the terms of the cancellation will include a payment to Seller for the costs incurred and profits lost as a result of Buyer's cancellation (a "Cancellation Fee"), which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments to Seller will be credited against the Cancellation Fee and amounts in excess of the Cancellation Fee may be refunded to Buyer. No cancellation, even if accepted by Seller, shall be effective unless and until Buyer timely and fully pays the Cancellation Fee. In the event Seller accepts Buyer's cancellation but Buyer fails to timely pay the Cancellation Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to complete the cancellation.
6. **EQUIPMENT INSPECTION; ACCEPTANCE.** Following delivery and installation of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion of Seller's scope of work for such Equipment. Buyer shall immediately notify Seller in writing of any observed defects upon completion of such inspection and should Buyer fail to submit such written documentation within the foregoing timeframe, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
7. **RISK OF LOSS.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the Site.
8. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Seller as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Seller and its designees as additional insureds. Buyer's insurance shall be primary and non-contributory to any insurance maintained by Seller or any other additional insureds. The liability insurance policy shall contain cross-liability and waiver of subrogation provisions in favor of Seller and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Seller and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Seller. Buyer shall provide to Seller insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until Buyer has paid for the Equipment in full. Seller will not and does not provide insurance for any of Buyer's personal property that may be in or on any Equipment. Any failure by Seller to obtain or receive certificates of insurance or any endorsements prior to delivering the Equipment to Buyer will not be deemed a waiver of Buyer's obligations to procure and maintain the insurance specified herein.



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement	
Quote #	Q-581842
Date of Quote	01/27/2026
Quote Expiration Date:	02/26/2026
Estimate Del Date	04/10/2026
Buyer PO#:	

9. **INDEMNIFICATION. TO THE FULL EXTENT NOT PROHIBITED BY LAW, BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "BUYER PARTY," AND COLLECTIVELY, THE "BUYER PARTIES") SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, SELLER, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS AND CONTRACTORS (INCLUDING BUT NOT LIMITED TO TRANSPORTATION AND DELIVERY VENDORS AND CONTRACTORS), AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES WHETHER INCURRED IN THE ASSESSMENT OR MANAGEMENT OF ANY CLAIM OR AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION : (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY BUYER UNDER THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF BUYER SET FORTH IN THIS AGREEMENT; (2) BUYER'S OWNERSHIP AND UTILIZATION OF THE EQUIPMENT; (3) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A BUYER PARTY CONTRIBUTED; OR (4) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY BUYER PARTY OR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT.** If the indemnity and defense obligations in this Paragraph are otherwise prohibited by law, Buyer agrees to indemnify, defend and hold the Indemnified Parties harmless from Losses to the maximum extent permitted by Law. The indemnity and defense obligations of the Buyer under this Paragraph and those elsewhere in this Agreement and any other related agreements (i) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers compensation acts, disability acts, or other employee benefit acts, (ii) shall survive any termination or expiration of this Agreement and shall apply to Losses arising before or after the performance of any obligation under this Agreement, (iii) shall not be construed to negate, abridge, or reduce any other rights, including rights of indemnity accorded by Law to the persons or entities indemnified, and (iv) shall not be limited or diminished in any way by insurance coverage.

10. **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THE total PRICE, AND SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

11. **WARRANTIES.**

(a) **USED EQUIPMENT.** Except as specifically stated in Section 6(b) below, all Equipment is previously leased or used and will exhibit normal wear and tear consistent with other used equipment of similar age or use, including with respect to wall panel surfaces, ceiling tiles, windows, flooring, general appearance, etc. **BUYER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS."** SELLER MAKES NO WARRANTY, GUARANTY, OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ADEQUACY OF THE SITE OR FITNESS OF UTILITIES AT THE SITE OR THE DURABILITY, CONDITION, QUALITY, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT; AND SELLER EXPRESSLY DISCLAIMS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS SELECTED AND INSPECTED ALL EQUIPMENT PRIOR TO MAKING FULL PAYMENT OF THE TOTAL PRICE OR BEFORE ACCEPTING DELIVERY AND RISK OF LOSS, AND THAT BUYER IS SATISFIED AS TO THE EQUIPMENT'S CONDITION.

(b) **NEW EQUIPMENT.** Notwithstanding any disclaimer of warranties elsewhere in the Agreement, if the Equipment purchased under this Agreement is sold as new equipment and identified as such in the Agreement, Seller warrants in accordance with this Paragraph for twelve (12) months from the date of manufacture that the Equipment shall be new upon delivery and free from major defects in materials and workmanship that prevent its normal use and operation under normal use and regular service and maintenance by Buyer. New Accessories shall carry the warranty of the manufacturer, which Seller shall assign to Buyer to the extent transferable. Provided Buyer provides written notice to Seller of any failure or defect in the Equipment within two (2) days after its discovery and within the applicable warranty period, Seller shall replace the Equipment or repair the defect. Failure to provide timely notice shall result in a limitation or voidance of this warranty. If Buyer does not grant access for repairs during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, Buyer shall bear the cost of any overtime labor. This warranty does not extend to any Equipment that has been subjected to improper use, damaged by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **THIS EXPRESS WARRANTY FOR NEW EQUIPMENT IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND RECOURSE UNDER THIS AGREEMENT FOR NEW EQUIPMENT, AND IT IS LIEU OF, AND SELLER EXCLUDES AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement	
Quote #	Q-581842
Date of Quote	01/27/2026
Quote Expiration Date:	02/26/2026
Estimate Del Date	04/10/2026
Buyer PO#:	

(c) **SERVICES.** Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. With respect to any Services subject to a claim under the warranty set forth in this Section, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. The Seller shall not be liable for a breach of the warranties set forth in this Section unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within three (3) months of Seller's performance of the Services and within four (4) days of the time when Buyer discovers the defect. This warranty does not extend to any defect caused by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

(d) **MANUFACTURER WARRANTIES.** Seller hereby assigns to Buyer any warranties applicable to the Equipment received from a manufacturer to the extent such warranties are still applicable, in force and assignable. Buyer hereby waives, and agrees that it will not assert, any claim of any nature whatsoever against Seller based on any manufacturer warranties. If any manufacturer warranties that remain valid and in force cannot be assigned or made available to Buyer, Seller agrees to use reasonable efforts at Buyer's cost to enforce such warranties.

12. **DEFAULT; REMEDIES OF SELLER.** Each of the following shall constitute an "Event of Default": (1) Buyer's failure to make any required payment to Seller within ten (10) calendar days after its due date, including but not limited to Buyer's failure to make timely payments in accordance with the payment schedules in Section 2(a) through 2(b) hereof; (2) Buyer's failure in the performance of any other obligation under this Agreement and the continuance of such default for ten (10) calendar days after written notice thereof by Seller to Buyer; (3) any warranty, representation or statement made or furnished to Seller by or on behalf of Buyer proves to be false in any material respect; (4) any uninsured loss, theft, damage or destruction to, or the attempted sale or encumbrance by Buyer of, the Equipment, or any levy, seizure or attachment thereof or thereon, prior to payment of the Purchase Price in full; (5) Buyer's insolvency, dissolution, winding up, termination of existence, or cessation or discontinuance of business prior to payment of the Purchase Price in full; (6) the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, the Buyer prior to payment of the Purchase Price in full. Buyer acknowledges that any Event of Default will substantially impair the value of this Agreement to Seller; or (7) Buyer's breach of any other agreement between Buyer and Seller, regardless of whether the effective date of such agreement is before or after the Effective Date. Upon the occurrence of any Event of Default and any time thereafter prior to payment of the Purchase Price in full, Seller may exercise one or more of the following remedies: (1) terminate this Agreement; (2) declare all unpaid payments under this Agreement to be immediately due and payable; (3) direct Buyer at its expense to promptly prepare the Equipment for pickup by Seller and take possession of the Equipment wherever found, and for this purpose enter upon any premises of Buyer and remove the Equipment, without any liability to Buyer or requirement for a suit, action, bond or other proceedings; (4) use, hold, sell, lease or otherwise dispose of the Equipment on the Site or any other location without affecting the obligations of Buyer as provided in this Agreement; (6) proceed by appropriate action either in law or in equity to compel Buyer's performance or to recover damages sufficient to ensure that Seller receives the full benefit of it bargain under this Agreement, plus attorneys' fees and any other expenses paid or incurred by Seller in connection with repossession, holding, repair and subsequent disposition of the Equipment; (7) apply any deposit or down payment specified in this Agreement to payment of Seller's costs, expenses and attorneys' fees incurred in enforcing this Agreement (provided, however, nothing herein shall be construed to mean that Seller's damages are limited to the amount of such deposit or down payment); and (8) exercise any and all other rights of Seller under applicable law. These rights and remedies are nonexclusive and may be exercised concurrently or separately. Seller's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any other right under this Agreement or applicable law.

Sale Terms and Conditions, Rev01/14/25



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-573234
Date of Quote	12/12/2025
Quote Expiration Date:	01/11/2026
Lease Term:	36 Months
Lessee PO#:	

Lessee Name and Billing Address	Site Information	Lessor Name
City of Bradenton ("Lessee") 402 15th Street East Bradenton, FL 34208 Jean Totti Phone: 941.462.1999 jean.totti@bradentonfl.gov	Jean Totti , Cell: 941.462.1999 jean.totti@bradentonfl.gov	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Rich Chan Direct Phone: 1 (817) 663-8527 rich.chan@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Office, 36x56 DBPR (NonStd) mPlex (Mplex, 6 Offices, 2 RestroomsNon-Standard ConfigurationNABlue Threads VWG102)	1	\$3,600.00	\$3,600.00	N
Steps, Adjustable	2	\$95.00	\$190.00	N
Filter Replacement Program	3	\$27.00	\$81.00	N
RNT, Ramp	1	\$500.00	\$500.00	N
Damage Waiver	3	\$75.00	\$225.00	N
Equipment and Accessories Monthly Subtotal:				\$4,596.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 36x56 DBPR (NonStd) mPlex (Mplex, 6 Offices, 2 RestroomsNon-Standard ConfigurationNABlue Threads VWG102)				
Delivery	3	\$1,432.00	\$4,296.00	N
Block and Level Building	1	\$11,594.00	\$11,594.00	N
Essential Material Handling Fee	3	\$75.00	\$225.00	N
Drawings	1	\$2,900.00	\$2,900.00	N
Skirting, Install	184	\$20.00	\$3,680.00	N
Delivery, Steps	2	\$71.00	\$142.00	N
RNT, Install or Delivery	1	\$1,500.00	\$1,500.00	N
Modifications			\$0.00	
Charges Upon Delivery Subtotal:				\$24,337.00

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Office, 36x56 DBPR (NonStd) mPlex (Mplex, 6 Offices, 2 RestroomsNon-Standard ConfigurationNABlue Threads VWG102)				
Return	3	\$1,432.00	\$4,296.00	N
Prepare Equipment For Removal	1	\$8,109.00	\$8,109.00	N
Cleaning Fee	3	\$450.00	\$1,350.00	N
RNT, Removal	1	\$1,500.00	\$1,500.00	N
Estimated Charges Upon Return Subtotal:				\$15,255.00



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-573234
Date of Quote	12/12/2025
Quote Expiration Date:	01/11/2026
Lease Term:	36 Months
Lessee PO#:	

Total Estimated Charges

Subtotal of Monthly Rent	\$4,596.00
Personal Property Expense	\$252.10
Taxes on Monthly Charges	\$0.00
Total Charges per Month (including tax)	\$4,848.10
Charges Upon Delivery (including tax)	\$24,337.00
Estimated Charges Upon Return (including tax)*	\$15,255.00
Estimated Initial Invoice*	\$29,185.10

*Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.

Special Notes

Quote based on availability. Temporary/Portable Holding Tanks: Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. Lessor strongly recommends that the equipment be connected directly to sanitary sewer lines. This proposal does not include engineered drawings, furniture, or awnings, removal of hitches, axels and tires, unless specifically identified on quote. This proposal assumes the use of earth anchoring on grass or dirt surface. Customer is responsible for scheduling all locates (www.sunshine811.com) and making MMMC aware of any hazards before digging. Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site preparation, utilities/connections, grounding, fire alarm systems, fire sprinkler systems. If installation will be on asphalt/concrete and If tires or axles need to be removed, this will be done at an additional charge.

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Office, 36x56 DBPR (NonStd) mPlex	1	\$115,185.00



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-573234
Date of Quote	12/12/2025
Quote Expiration Date:	01/11/2026
Lease Term:	36 Months
Lessee PO#:	

This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.
3. **Supplemental Terms for Starlink Services and Starlink Kit** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor, provided that such terms shall only apply in the event the Agreement includes the provision of Starlink broadband internet services.
4. **Supplemental Terms for Broadband Services (Non-Starlink)** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor, provided that such terms shall only apply in the event the Agreement includes the provision of non-Starlink broadband internet services.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

LESSEE:
 City of Bradeton

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Mobile Modular Management Corporation
1100 Highway 559
Auburndale, FL 33823
863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-573234
Date of Quote	12/12/2025
Quote Expiration Date:	01/11/2026
Lease Term:	36 Months
Lessee PO#:	



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-573234
Date of Quote	12/12/2025
Quote Expiration Date:	01/11/2026
Lease Term:	36 Months
Lessee PO#:	

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
2. **TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: “**Accessories**” shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; “**Equipment**” shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
3. **PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
4. **LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
5. **EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
6. **PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
7. **RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
8. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-573234
Date of Quote	12/12/2025
Quote Expiration Date:	01/11/2026
Lease Term:	36 Months
Lessee PO#:	

extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.
10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**
 - (a) **LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING**



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-573234
Date of Quote	12/12/2025
Quote Expiration Date:	01/11/2026
Lease Term:	36 Months
Lessee PO#:	

OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENT OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-573234
Date of Quote	12/12/2025
Quote Expiration Date:	01/11/2026
Lease Term:	36 Months
Lessee PO#:	

DAMAGE AND DESTRUCTION WAIVER

This Damage and Destruction Waiver is an agreement between City of Bradeton (“Lessee”) and Mobile Modular Management Corporation, a division of McGrath RentCorp (“Lessor”), dated as of 12/12/2025 (the “Waiver”). This Waiver is hereby incorporated into and made a part of Lease Quotation and Agreement number Q-573234 (the “Lease Agreement”).

Lessee and Lessor agree as follows:

Section 1. Defined Terms.

All terms that are capitalized in this Waiver shall have the meanings ascribed to such terms in the Lease Agreement unless otherwise defined in this Waiver.

Section 2. Modification to Lease Terms and Conditions (Attachment A).

This Waiver relates to and modifies certain provisions of the Lease Terms and Conditions (the “Lease Agreement”) under which Lessee is leasing certain modular building(s) from Lessor (the “Equipment”).

Section 3. Waiver.

- (a) For and in consideration of the payment of a fee described in Section 4 (the “Waiver Fee”), and subject to payment of any applicable deductible as required in Section 5, and the limitations on coverage in Section 6, (i) Lessee is relieved of any obligation or liability for any loss or damage to the Equipment as required by Section 7 of the Lease Agreement, in the event of loss or damage to the Equipment by any of the causes in Section 3(b) and (ii) Lessee is relieved from the duty to maintain certain insurance insuring for loss, damage or destruction of the Equipment (“Property Insurance”) as required by Section 8 of the Lease Agreement.
- (b) Subject to the provisions of Section 3(a), this Waiver relieves Lessee of any obligation or liability for loss or damage to the Equipment in the event the Equipment is damaged by any of the following causes:
 - i. Fire and smoke damage
 - ii. Lightning
 - iii. Windstorm/Tornado
 - iv. Flood
 - v. Hail
 - vi. Earthquake
 - vii. Explosions
 - viii. Collision with a vehicle

Section 4. Waiver Fee.

- (a) The Waiver Fee specified in the Lease Agreement shall be payable monthly during each month of the Lease Term and any extensions thereof.
- (b) This Waiver is effective upon payment of the Waiver Fee.
- (c) The failure to make payment of the Waiver Fee each month shall cause this Waiver to be terminated immediately as of the date that such Waiver Fee was payable without further action or notice by Lessor (“Waiver Termination”).
- (d) In the event of a Waiver Termination, the obligations of the Lessee pursuant to Sections 10 and 11 of the Lease Agreement shall be immediately reinstated and applicable. Within five (5) days of such reinstatement of Section 11, Lessee shall provide proof of Property Insurance in which Lessee is named as an additional insured.

Section 5. Deductible.

Lessee shall pay a deductible on any damage to the Equipment per occurrence (“Deductible”). The applicable deductible amount shall be as set forth in the table below, based on the Estimated Insurance Value of the Equipment specified in the Lease Agreement. Provided that the cause of the damage to the Equipment results from a cause listed in Section 3(b) of the Waiver, Lessee shall not be liable for damage to the Equipment beyond the Deductible.

Estimated Insurance Value	Deductible
Less than \$50,000.00	\$2,500.00
Between \$50,001.00 and \$100,000.00	\$5,000.00
Between \$100,001.00 and \$250,000.00	\$10,000.00



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-573234
Date of Quote	12/12/2025
Quote Expiration Date:	01/11/2026
Lease Term:	36 Months
Lessee PO#:	

Above \$250,000.00	\$50,000.00
--------------------	-------------

0

Section 6. Limitations on Waiver.

Notwithstanding the waiver for losses and damages enumerated in Section 3 of this Waiver, Lessee shall be liable for loss or damage to the Equipment as follows:

- (a) damage caused by the gross negligence or intentional acts of Lessee or its agents and employees;
- (b) damage to Equipment that is located within 15 miles of an ocean, gulf or bay, due to windstorms and floods, including but not limited to hurricanes;
- (c) damage to Equipment caused by a windstorm, not including a tornado, resulting from Lessee failing to secure or tie down the Equipment as recommended by Lessor;
- (d) damage to contents of the Equipment or any real or personal property attached to or adjacent to the Equipment;
- (e) theft or disappearance of the Equipment;
- (f) damages to the Equipment from Lessee's failure to limit or mitigate the continuation of damage to the Equipment;
- (g) liability for death or injury to any person;
- (h) damages for Lessee's unauthorized improvements or modifications or additions to the Equipment;
- (i) damages from graffiti, or other paint contamination or paint damage by any means;
- (j) damage to the Equipment caused by any condition or event not enumerated in Section 3(b) of this Waiver

Section 7. Liability Insurance.

This Waiver does not affect the obligation of Lessee to maintain General Liability insurance as specified in Section 8 of the Lease Agreement for any liability arising out of or relating to Lessee's Lease of the Equipment.

Section 8. Nature of Waiver.

This Waiver is not insurance. It is a contractual agreement that relieves Lessee from certain duties and liabilities upon the payment of the Waiver Fee. The Waiver does not extend to or relate to any damage or loss of property in, on or about the Equipment. The Waiver does not extend to any loss or damage to the Equipment caused by the intentional acts of Lessee. Lessee shall be responsible for and will pay to Lessor amounts equal to the loss or damage caused to or sustained by the Equipment as a result of the intentional acts of Lessee. The Waiver does not relieve or affect any liability that Lessee may have as a result of the use of the Equipment.

Section 9. Other Terms and Conditions of the Lease Agreement.

Except for the waiver of the provisions of Section 7 and Section 8 of the Lease Agreement, all other terms and conditions of the Lease Agreement remain in full force and effect and shall not be modified by this Waiver.

Section 10. Notice of Loss, Damage or Destruction of Equipment.

Lessee will promptly advise Lessor in writing of any loss, damage, or destruction of the Equipment. Such notice of loss must be made within one (1) business day of the day on which Lessee knows of or has reason to believe that the Equipment is the subject of any loss, damage or destruction.

Section 11. Termination of the Waiver.

Lessee and Lessor may each terminate this Waiver upon thirty (30) days prior written notice. The Waiver may also be terminated by Lessor upon the default of Lessee to pay the required Waiver Payment as provided by Section 2(b) and 2(c) of this Waiver.

Section 12. Counterparts.

This Waiver may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or with any electronic signature complying with the U.S. federal ESIGN Act of 2000, (e.g. execution of this Waiver may be through an e-sign service www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-573234
Date of Quote	12/12/2025
Quote Expiration Date:	01/11/2026
Lease Term:	36 Months
Lessee PO#:	

This Waiver is executed as of the day and year first above written.

LESSOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

LESSEE:
City of Bradeton

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-583288
Date of Quote	01/30/2026
Quote Expiration Date:	03/01/2026
Lease Term:	12 Months
Lessee PO#:	

Lessee Name and Billing Address	Site Information	Lessor Name
City of Bradenton ("Lessee") 402 15th Street East Bradenton, FL 34208 Jean Totti Phone: 941.462.1999 jean.totti@bradentonfl.gov	Jean Totti 1706 9th Street East Bradenton, FL 34208 Cell: 941.462.1999 jean.totti@bradentonfl.gov	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Rich Chan Direct Phone: 1 (817) 663-8527 rich.chan@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Restroom, 12x30 DBPR (Item1129)(BG) (Boy/Girl or Male/Female.Size excludes 4' towbar.No windows.)	1	\$4,500.00	\$4,500.00	N
Filter Replacement Program	1	\$27.00	\$27.00	N
Damage Waiver	1	\$75.00	\$75.00	N
RNT, Custom Steps (Lease of 36" Step w/ 5 x 5)	1	\$65.00	\$65.00	N
RNT, Ramp (Lease of 6' x 50' walkway w/ 36' Straight Ramp and step attachment)	1	\$1,000.00	\$1,000.00	N
Equipment and Accessories Monthly Subtotal:				\$5,667.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Restroom, 12x30 DBPR (Item1129)(BG) (Boy/Girl or Male/Female.Size excludes 4' towbar.No windows.)				
Delivery	1	\$1,375.00	\$1,375.00	N
Block and Level Building	1	\$3,900.00	\$3,900.00	N
Essential Material Handling Fee	1	\$75.00	\$75.00	N
RNT, Install or Delivery (Delivery and Installation Deck/Ramp/Steps)	1	\$3,300.00	\$3,300.00	N
Modifications			\$0.00	
Charges Upon Delivery Subtotal:				\$8,650.00

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Restroom, 12x30 DBPR (Item1129)(BG) (Boy/Girl or Male/Female.Size excludes 4' towbar.No windows.)				
Return	1	\$1,375.00	\$1,375.00	N
Prepare Equipment For Removal	1	\$1,980.00	\$1,980.00	N
Cleaning Fee	1	\$450.00	\$450.00	N
RNT, Removal (Removal and Return of deck/ramp/steps)	1	\$3,300.00	\$3,300.00	N
Estimated Charges Upon Return Subtotal:				\$7,105.00



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-583288
Date of Quote	01/30/2026
Quote Expiration Date:	03/01/2026
Lease Term:	12 Months
Lessee PO#:	

Total Estimated Charges	
Subtotal of Monthly Rent	\$5,667.00
Personal Property Expense	\$315.10
Taxes on Monthly Charges	\$0.00
Total Charges per Month (including tax)	\$5,982.10
Charges Upon Delivery (including tax)	\$8,650.00
Estimated Charges Upon Return (including tax)*	\$7,105.00
Estimated Initial Invoice*	\$14,632.10

***Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.**

Special Notes
 Quote based on availability. Ramp/Deck Step line quote is based on 36" set installation any deviation may increase in costs Temporary/Portable Holding Tanks: Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. Lessor strongly recommends that the equipment be connected directly to sanitary sewer lines. This proposal does not include engineered drawings, furniture, or awnings, removal of hitches, axels and tires, unless specifically identified on quote. This proposal assumes the use of earth anchoring on grass or dirt surface. Customer is responsible for scheduling all locates (www.sunshine811.com) and making MMMC aware of any hazards before digging. Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site preparation, utilities/connections, grounding, fire alarm systems, fire sprinkler systems. If installation will be on asphalt/concrete and If tires or axles need to be removed, this will be done at an additional charge.

- Additional Information**
- Quote is valid for 30 days.
 - Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
 - Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
 - For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
 - This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
 - **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
 - **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value
 The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Restroom, 12x30 DBPR (Item1129)(BG)	1	\$79,950.00



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-583288
Date of Quote	01/30/2026
Quote Expiration Date:	03/01/2026
Lease Term:	12 Months
Lessee PO#:	

This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.
3. **Supplemental Terms for Starlink Services and Starlink Kit** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor, provided that such terms shall only apply in the event the Agreement includes the provision of Starlink broadband internet services.
4. **Supplemental Terms for Broadband Services (Non-Starlink)** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor, provided that such terms shall only apply in the event the Agreement includes the provision of non-Starlink broadband internet services.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

LESSEE:
 City of Bradeton

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Mobile Modular Management Corporation
1100 Highway 559
Auburndale, FL 33823
863-965-3700
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-583288
Date of Quote	01/30/2026
Quote Expiration Date:	03/01/2026
Lease Term:	12 Months
Lessee PO#:	



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-583288
Date of Quote	01/30/2026
Quote Expiration Date:	03/01/2026
Lease Term:	12 Months
Lessee PO#:	

LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: “**Accessories**” shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; “**Equipment**” shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-583288
Date of Quote	01/30/2026
Quote Expiration Date:	03/01/2026
Lease Term:	12 Months
Lessee PO#:	

extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.
10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**
 - (a) **LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING**



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-583288
Date of Quote	01/30/2026
Quote Expiration Date:	03/01/2026
Lease Term:	12 Months
Lessee PO#:	

OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENT OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-583288
Date of Quote	01/30/2026
Quote Expiration Date:	03/01/2026
Lease Term:	12 Months
Lessee PO#:	

DAMAGE AND DESTRUCTION WAIVER

This Damage and Destruction Waiver is an agreement between City of Bradenton (“Lessee”) and Mobile Modular Management Corporation, a division of McGrath RentCorp (“Lessor”), dated as of 01/30/2026 (the “Waiver”). This Waiver is hereby incorporated into and made a part of Lease Quotation and Agreement number Q-583288 (the “Lease Agreement”).

Lessee and Lessor agree as follows:

Section 1. Defined Terms.

All terms that are capitalized in this Waiver shall have the meanings ascribed to such terms in the Lease Agreement unless otherwise defined in this Waiver.

Section 2. Modification to Lease Terms and Conditions (Attachment A).

This Waiver relates to and modifies certain provisions of the Lease Terms and Conditions (the “Lease Agreement”) under which Lessee is leasing certain modular building(s) from Lessor (the “Equipment”).

Section 3. Waiver.

- (a) For and in consideration of the payment of a fee described in Section 4 (the “Waiver Fee”), and subject to payment of any applicable deductible as required in Section 5, and the limitations on coverage in Section 6, (i) Lessee is relieved of any obligation or liability for any loss or damage to the Equipment as required by Section 7 of the Lease Agreement, in the event of loss or damage to the Equipment by any of the causes in Section 3(b) and (ii) Lessee is relieved from the duty to maintain certain insurance insuring for loss, damage or destruction of the Equipment (“Property Insurance”) as required by Section 8 of the Lease Agreement.
- (b) Subject to the provisions of Section 3(a), this Waiver relieves Lessee of any obligation or liability for loss or damage to the Equipment in the event the Equipment is damaged by any of the following causes:
 - i. Fire and smoke damage
 - ii. Lightning
 - iii. Windstorm/Tornado
 - iv. Flood
 - v. Hail
 - vi. Earthquake
 - vii. Explosions
 - viii. Collision with a vehicle

Section 4. Waiver Fee.

- (a) The Waiver Fee specified in the Lease Agreement shall be payable monthly during each month of the Lease Term and any extensions thereof.
- (b) This Waiver is effective upon payment of the Waiver Fee.
- (c) The failure to make payment of the Waiver Fee each month shall cause this Waiver to be terminated immediately as of the date that such Waiver Fee was payable without further action or notice by Lessor (“Waiver Termination”).
- (d) In the event of a Waiver Termination, the obligations of the Lessee pursuant to Sections 10 and 11 of the Lease Agreement shall be immediately reinstated and applicable. Within five (5) days of such reinstatement of Section 11, Lessee shall provide proof of Property Insurance in which Lessee is named as an additional insured.

Section 5. Deductible.

Lessee shall pay a deductible on any damage to the Equipment per occurrence (“Deductible”). The applicable deductible amount shall be as set forth in the table below, based on the Estimated Insurance Value of the Equipment specified in the Lease Agreement. Provided that the cause of the damage to the Equipment results from a cause listed in Section 3(b) of the Waiver, Lessee shall not be liable for damage to the Equipment beyond the Deductible.

Estimated Insurance Value	Deductible
Less than \$50,000.00	\$2,500.00
Between \$50,001.00 and \$100,000.00	\$5,000.00
Between \$100,001.00 and \$250,000.00	\$10,000.00



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-583288
Date of Quote	01/30/2026
Quote Expiration Date:	03/01/2026
Lease Term:	12 Months
Lessee PO#:	

Above \$250,000.00	\$50,000.00
--------------------	-------------

0

Section 6. Limitations on Waiver.

Notwithstanding the waiver for losses and damages enumerated in Section 3 of this Waiver, Lessee shall be liable for loss or damage to the Equipment as follows:

- (a) damage caused by the gross negligence or intentional acts of Lessee or its agents and employees;
- (b) damage to Equipment that is located within 15 miles of an ocean, gulf or bay, due to windstorms and floods, including but not limited to hurricanes;
- (c) damage to Equipment caused by a windstorm, not including a tornado, resulting from Lessee failing to secure or tie down the Equipment as recommended by Lessor;
- (d) damage to contents of the Equipment or any real or personal property attached to or adjacent to the Equipment;
- (e) theft or disappearance of the Equipment;
- (f) damages to the Equipment from Lessee's failure to limit or mitigate the continuation of damage to the Equipment;
- (g) liability for death or injury to any person;
- (h) damages for Lessee's unauthorized improvements or modifications or additions to the Equipment;
- (i) damages from graffiti, or other paint contamination or paint damage by any means;
- (j) damage to the Equipment caused by any condition or event not enumerated in Section 3(b) of this Waiver

Section 7. Liability Insurance.

This Waiver does not affect the obligation of Lessee to maintain General Liability insurance as specified in Section 8 of the Lease Agreement for any liability arising out of or relating to Lessee's Lease of the Equipment.

Section 8. Nature of Waiver.

This Waiver is not insurance. It is a contractual agreement that relieves Lessee from certain duties and liabilities upon the payment of the Waiver Fee. The Waiver does not extend to or relate to any damage or loss of property in, on or about the Equipment. The Waiver does not extend to any loss or damage to the Equipment caused by the intentional acts of Lessee. Lessee shall be responsible for and will pay to Lessor amounts equal to the loss or damage caused to or sustained by the Equipment as a result of the intentional acts of Lessee. The Waiver does not relieve or affect any liability that Lessee may have as a result of the use of the Equipment.

Section 9. Other Terms and Conditions of the Lease Agreement.

Except for the waiver of the provisions of Section 7 and Section 8 of the Lease Agreement, all other terms and conditions of the Lease Agreement remain in full force and effect and shall not be modified by this Waiver.

Section 10. Notice of Loss, Damage or Destruction of Equipment.

Lessee will promptly advise Lessor in writing of any loss, damage, or destruction of the Equipment. Such notice of loss must be made within one (1) business day of the day on which Lessee knows of or has reason to believe that the Equipment is the subject of any loss, damage or destruction.

Section 11. Termination of the Waiver.

Lessee and Lessor may each terminate this Waiver upon thirty (30) days prior written notice. The Waiver may also be terminated by Lessor upon the default of Lessee to pay the required Waiver Payment as provided by Section 2(b) and 2(c) of this Waiver.

Section 12. Counterparts.

This Waiver may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or with any electronic signature complying with the U.S. federal ESIGN Act of 2000, (e.g. execution of this Waiver may be through an e-sign service www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



Mobile Modular Management Corporation
 1100 Highway 559
 Auburndale, FL 33823
 863-965-3700
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-583288
Date of Quote	01/30/2026
Quote Expiration Date:	03/01/2026
Lease Term:	12 Months
Lessee PO#:	

This Waiver is executed as of the day and year first above written.

LESSOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

LESSEE:
City of Bradeton

Signature: _____

Signature: _____

Name: _____

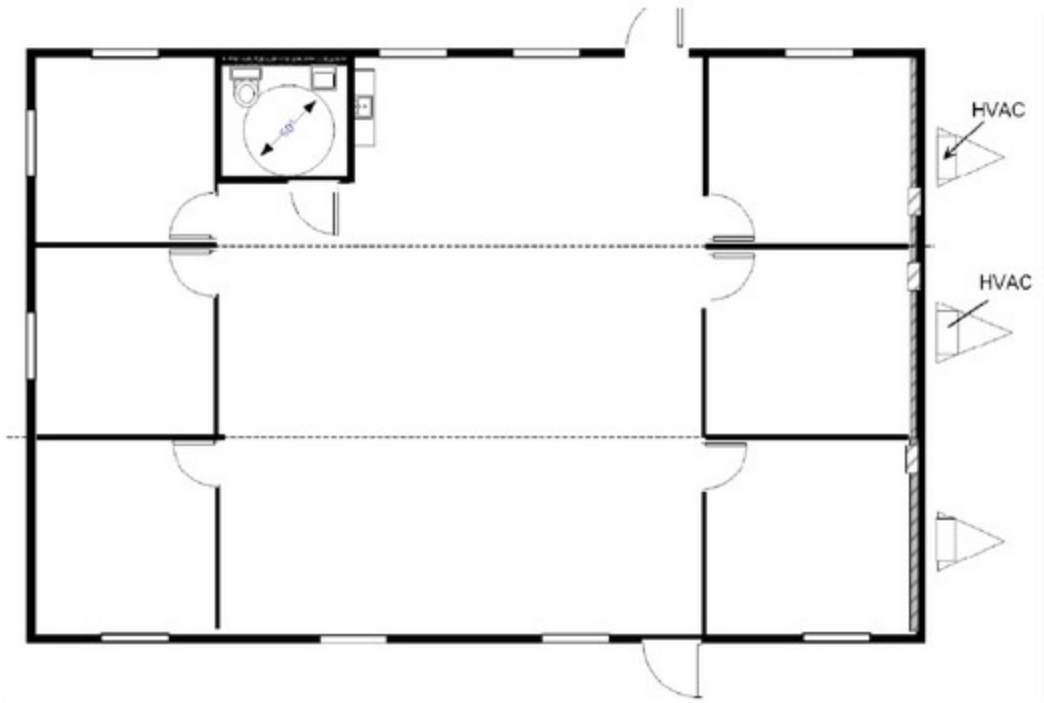
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: Garret Falconer, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Purchase Approval for a 2026 Chevy 5500 Regular Cab

SUGGESTED ACTION: Staff recommends approving the purchase of one 2026 Chevy 5500 regular cab from Alan-Jay Fleet Sales for the total cost of \$88,653.00.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The new 2026 Chevy 5500 will replace an aged, end of life cycle unit, thereby modernizing the fleet and reducing maintenance requirements. The vehicle will be for the for Water Distribution department.

FINANCIAL IMPACT:

Funding for this purchase has been allocated in account 40253310-564000.

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:

Motion to approve the purchase of one 2026 Chevy 5500 regular cab.

ATTACHMENTS:

[Quote from Alan Jay Fleet Sales](#)

ALAN JAY FLEET SALES

Contract Number: 2026 091521-NAF & 032824-NAF
Quote ID: 69197
Agency: BRADENTON, CITY OF
Date: 1/13/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 CHEVY SILVERADO 4500MD REGULAR CAB CHASSIS 4WD (R7M) 84" CA, please review carefully and contact us with any errors or changes.

MSRP:	\$68,631.64
Base Price:	\$57,270.00
Factory Options:	\$3,370.00
Aftermarket Options:	\$28,013.00
Purchase Total:	\$88,653.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: ASHLEE WILSON / [REDACTED]

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	69197-2
Corporate Office	2003 U.S. 27 South	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
1/12/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/13/2026

REQUESTING AGENCY	BRADENTON, CITY OF		
CONTACT PERSON	Garret Falconer	EMAIL	[REDACTED]
PHONE	941-708-6382 Ext. 266	MOBILE	[REDACTED]

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF www.NationalAutoFleetGroup.com

MODEL	CK56403 1WT	MSRP	\$68,631.64
2026 CHEVY SILVERADO 4500MD REGULAR CAB CHASSIS 4WD (R7M) 84" CA			

CUSTOMER ID CONTRACT PRICE \$57,270.00

BED LENGTH	84" CA
------------	--------

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	EXTERIOR COLOR SUMMIT WHITE	\$0.00
H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim	\$0.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible	\$0.00
MIU	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS	\$285.00
092	OPTIONS Rear axle, 4.30 ratio	\$0.00
1WT	WT Preferred Equipment Group	\$0.00
9L3	Spare tire delete	\$0.00
A31	Windows, power with driver express up and down and express down on all other windows	\$285.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger	\$0.00
AQQ	Remote Keyless Entry	\$170.00
BTN	Battery, top post threaded, battery jump start stud	\$45.00
DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, black.	\$350.00
ED9	Wheelbase, 165" (419.1 cm), 84" CA	\$0.00
F59	Front stabilizer bar	\$170.00
FPF	DPF, diesel particulate filter, manual regeneration	\$245.00
FTB	Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving	\$0.00
G68	Shock Absorbers, rear	\$60.00
G86	Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip	\$390.00
GL4	Rear axle, 11,000 lb. (4,999 kg)	\$0.00
GR3	Rear suspension, 11,000 lbs. (4,990 kg) multi-leaf, vari-rate	\$0.00
GZX	GVWR, 17,500 lbs. (7938 kg)	\$1,095.00
IO3	Audio system, 4.2" diagonal color display, AM/FM stereo	\$0.00
PTO	Power Take Off, engine control provisions	\$275.00
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted	\$0.00
R6G	26,000 lbs. GCWR (11,793 kg)	\$0.00
R7N	5500 HD Series	\$0.00
XEY	Tires, front 225/70R19.5G highway blackwall Pirelli	\$0.00
YEY	Tires, rear 225/70R19.5G highway blackwall Pirelli	\$0.00
ZY1	Paint, solid	\$0.00

FACTORY OPTIONS **\$3,370.00**

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG	New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)	\$245.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
4KR	(2) Additional keys and remotes, cut and programmed.	\$520.00
WTF REG	Weather Tech floor liner system for regular cab pick-up trucks.	\$210.00
FS MP3-4-AA	(4) Federal Signal Micro Pulse Ultra LED's with (2) mounted in grille and (2) mounted to rear of vehicle (AMBER).	\$860.00
FS ALGNTS3-DUAL-WL-AW	Federal Signal 53" Allegiant dual Amber/White light bar including take downs, alley lights, work light feature, signal master, strap kit, and compact digital soft button 6 switch controller. (Work light feature requires mounting on cab shield)	\$2,565.00
RT ELIMINATOR LP	FURNISH AND INSTALL – RUGBY 11' MILD STEEL DUMP BODY W/17" H SIDES ALL STEEL CONSTRUCTION: 4.10 YD CAPACITY - 5.49 YD W/6" EXTENSIONS, 40" H, 10 GA BULKHEAD W/WINDOW, 17" H, RIGID SIDES W/BOXED TOP RAIL & VERTICAL SIDE BRACES, 23" H, 10 GA EZ-LATCH TAILGATE W/2 BRACES RUGBY MODEL SR-4020BED - DOUBLE ACTING ELECTRIC HOIST - POWER UP AND DOWN. SINGLE CYLINDER SCISSORS STYLE 5.5" BORE, 20" STROKE, NTEA CLASS D/40 - APPROX 10TON CAPACITY. DONOVAN 5000XGL GROUND CONTROL TARP SYSTEM. INCLUDES CHAIN GUARD AND 7' X 14' MESH TARP. BACK UP ALARM 1/2" HITCH PLATE W/2 1/2" RECEIVER & (2) 5/8" FORGED D-RINGS. 20,000# MGTW. PC BLACK. RELOCATE CAMERA	\$23,613.00
CONTRACT OPTIONS		\$28,013.00

TRADE IN

TOTAL COST

\$88,653.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

1

\$88,653.00

Estimated Annual payments for 60 months paid in advance: \$20,383.16

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ELIMINATOR LP

DURABLE CARBON STEEL

Get the advantages of a lighter-weight dump body without sacrificing the durability your job requires. Whether you're hauling gravel or a load of landscape pavers, this dump body delivers enhanced payloads and rugged durability.

Seamless one-piece front body features triple-bend top rails for long-term durability.



Eliminator LP shown with optional equipment.

tapered side boards to increase capacity when hauling lighter loads such as brush, firewood, and mulch

sloped bottom rail on the sides and tailgate reduce material hang-up and keep the body cleaner, longer

ELIMINATOR LP UNDERSTRUCTURE OPTIONS

Style	STACKED	CROSSMEMBERLESS
Floor Material	10 GA	7 GA
Longmembers	5" Structural Channel	8" Formed
Crossmember Spacing	16" Centers (12" available)	N/A
Crossmembers	3" I-Beam	N/A



WEIGHT-REDUCING ALUMINUM FOLD-DOWN SIDES (OPTIONAL)

Replace carbon fold-down sides with lighter-weight aluminum side assemblies for easier operation and maximizing payload.



EASY-USE CENTER RELEASE LEVER FOR FOLD-DOWN SIDES

Fold-down sides feature a centrally located quick-release lever that extends and retracts 3/4" pins at each end, using a solid linkage member.

Note: While the addition of a taller side board allows for some additional capacity, you must follow the maximum weight capacities of your body and hoist. All specifications are subject to change without notice.

ELIMINATOR LP STANDARD MATERIALS & SPECS

Model	RIGID SIDES	FOLD DOWN SIDES
Side Style	Double Wall	Single Wall
Side Material	10 GA Inner/12 GA Outer	12 GA
Side Bracing	2-3 Vertical Braces depending on length	
Tailgate Style	Double Walled Tailgate	
Tailgate Bracing	2 Vertical Braces	
Board Pockets	6"	
Floor Style	One-piece floor	
Floor Material	10 GA (Stacked) / 7 GA (Crossmemberless)	
Front	10 GA Panel	
Cabshield	1/4 Cabshield w/ Viewing Window	
Lighting	LED Lighting	

ADDITIONAL OPTIONS:

- Upgrade to 7 GA floor (one-piece)
- 1/4, 1/2, 3/4, Full Cabshield options (standard and tall heights)
- Aluminum side assemblies (Fold Down Models only)
- Aluminum tailgate available
- Spreader Apron
- Coal chute door (carbon & aluminum available)
- Electric Operated Tailgate Release
- Crossmembers on 12" centers
- Rear corner post conversion kit
- Tarp Hooks

ELIMINATOR LP 2-3 YARD BODY

Body Length (inside)	9' 3"	11' 3"	12' 0"
Body Capacity	2-3 yd ³	2-3 yd ³	2-3 yd ³
Side Height	12"	12"	12"
Rear Height	18"	18"	18"
Rigid Side Body Weight*	1,450 lbs	1,660 lbs	1,770 lbs
Fold-Down Side Body Weight*	1,475 lbs	1,685 lbs	1,795 lbs

ELIMINATOR LP 3-4 YARD BODY

Body Length (inside)	9' 3"	11' 3"
Body Capacity	3-4 yd ³	3-4 yd ³
Side Height	17"	17"
Rear Height	23"	23"
Rigid Side Body Weight*	1,550 lbs	1,780 lbs
Fold-Down Side Body Weight*	1,575 lbs	1,805 lbs

*All weight calculations are approximate and reflect the body weight only.



CABSHIELD POSTS

Full-height corner posts include cut-out for fast installation of cabshield insert. Makes all Eliminator LP cabshields interchangeable, helping to keep inventory low.

PATENTED EZ - LATCH™ SYSTEM

Designed for easy body access, our industry-leading latch system allows quick opening and slam-lock operation with a cam action that draws in upper tailgate pins.



Rugby Manufacturing
Rugby, ND • 701-776-5722 • Fax 701-776-6235

www.rugbymfg.com





Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT

MSRP: \$63,085.00

Interior: Dark Ash seats with Jet Black interior accents, Vinyl seat trim

Exterior 1: Red Hot

Exterior 2: No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS

OPTIONS

CODE	MODEL	MSRP
CK56403	[Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT	\$63,085.00
OPTIONS		
092	Rear axle, 4.30 ratio	\$0.00
1WT	WT Preferred Equipment Group	\$0.00
9L3	Spare tire delete	\$0.00
A31	Windows, power with driver express up and down and express down on all other windows	\$290.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (✔ Complete)

AQQ	Remote Keyless Entry	\$175.00
BTN	Battery, top post threaded, battery jump start stud	\$50.00
DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, black.	\$355.00
ED9	Wheelbase, 165" (419.1 cm), 84" CA	\$0.00
F59	Front stabilizer bar	\$175.00
FPF	DPF, diesel particulate filter, manual regeneration	\$250.00
FTB	Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving	\$0.00
G68	Shock Absorbers, rear	\$65.00
G7C	Red Hot	\$0.00
G86	Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip	\$395.00
GL4	Rear axle, 11,000 lb. (4,999 kg)	\$0.00
GR3	Rear suspension, 11,000 lbs. (4,990 kg) multi-leaf, vari-rate	\$0.00
GZX	GVWR, 17,500 lbs. (7938 kg)	\$1,100.00
H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim	\$0.00
IO3	Audio system, 4.2" diagonal color display, AM/FM stereo	\$0.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible	\$0.00
MIU	Rugged Duty Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700RDS	\$290.00
PTO	Power Take Off, engine control provisions	\$280.00
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted	\$0.00
R6G	26,000 lbs. GCWR (11,793 kg)	\$0.00
R7N	5500 HD Series	Inc.
XEY	Tires, front 225/70R19.5G highway blackwall Pirelli	\$0.00
YEY	Tires, rear 225/70R19.5G highway blackwall Pirelli	\$0.00
ZY1	Paint, solid	\$0.00

SUBTOTAL	\$66,510.00
Adjustments Total	\$0.00
Tire Weight Tax	\$26.64
Destination Charge	\$2,095.00


This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT ( Complete)

TOTAL PRICE

\$68,631.64

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (✔ Complete)

Standard Equipment

Mechanical

GVWR, 16,500 lbs. (7484 kg) (Silverado 4500 HD 4X4 models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension or (FU7) 15.5k rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD)

Emissions, 50 state certification

Emissions, USA 50 State certified

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2500 rpm, 750 lb.-ft. torque @ 1400 rpm (STD)

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lbs. GVWR, (C5B) 15,000 lbs. GVWR, (C7P) 16,000 lbs. GVWR, (C7R) 16,500 lbs. GVWR, (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD)

Rear axle, 4.30 ratio Max road speed: 79 MPH

Wheelbase, 165" (419.1 cm), 84" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame and (NPR) right side exit exhaust, behind the rear wheels.) (STD)

Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving

Front suspension, 7,500 lbs. (3,402 kg) multi-leaf, includes shock absorbers

Rear axle, 11,000 lb. (4,999 kg)

Rear suspension, 11,000 lbs. (4,990 kg) multi-leaf, vari-rate (STD)

Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released

Transmission shift control calibration, fuel sense Performance

Four wheel drive

Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab

Alternator, 150 amps

Trailer provisions, trailer wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.

Trailer brake controller, integrated

Incomplete vehicle

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (Complete)

Mechanical

- Axle to End of Frame, 49" (Requires wheelbase (ED5) 201", (ED9) 165" or (ER2) 189". Not available with (G40), (GP1) or (GP8) rear air suspension.)
- Axle, Open rear axle, non-locking rear
- Axle lubricant, front, synthetic oil EmGard FE-75W-90
- Axle lubricant, rear, synthetic oil EmGard FE -75W-90
- Steering, power (Bosch S2 8014 Plus)
- Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)
- Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle
- Fuel, diesel B20
- Capped Fuel Fill
- Exhaust system, right side exit, behind rear wheels (Requires (ED9) 165" wheelbase.)
- Exhaust brake

Exterior

- Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)
- Tires, front 225/70R19.5G highway blackwall Pirelli Max Axle Load: 7,940 lbs. (Requires (YEY) Tires, rear 225/70R19.5G highway blackwall Pirelli, Max Axle Load: 15,000 lbs. or (YEZ) Tires, rear 225/70R19.5G traction blackwall Pirelli, Max Axle Load: 15,000 lbs.) (STD)
- Tires, rear 225/70R19.5G highway blackwall Pirelli Max Axle Load: 15,000 lbs. (Requires (XEY) Tires front 225/70R19.5G Highway blackwall Pirelli.) (STD)
- Spare tire delete (STD)
- Wheel, spare delete
- Bumper, front, Black
- Assist steps
- Front fender extension, painted body color
- Grille, base, molded in color, Black
- Grille guard screen, insect protection (mounted behind grille)
- Headlamps, halogen projector-beam
- Lamps, cargo area, cab mounted with switch on center switch bank
- Lamps, Smoked Amber roof marker
- Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (Complete)

Exterior

Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass

Glass, solar absorbing, tinted

Antenna, fixed mast

Door handles, Black

Entertainment

Audio system, 4.2" diagonal color display, AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar services capable.) (STD)

SiriusXM, delete

Audio system feature, 4-speaker system

Interior

Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (Not available with (H0U) Jet Black Interior.) (STD)

Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)

Seat trim, Vinyl

Seat Belt, Black

Floor covering, Graphite-colored rubberized-vinyl

Steering wheel, urethane

Steering column, manual Tilt-Wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Speedometer, miles/kilometers

Driver Information Center, 3.5" diagonal monochromatic display provides warning messages and basic vehicle information

Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel

Windows, manual driver and front passenger

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Mirror, inside rearview manual day/night

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (✔ Complete)

Interior

Visors, driver and front passenger, vinyl

Assist handle, front passenger and driver on A-pillars

Safety-Mechanical

Brake, parking, driveline park brake system

StabiliTrak, Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist

Traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)

OnStar, delete

Rear Vision Camera, display integrated into Radio (Shipped loose in cab for upfitter installation.)

Horn, Trumpet Style, single-note

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 75,000

Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years: 4

Corrosion Miles/km: Unlimited

Rear Axle Years: 5

Rear Axle Miles/km: 75,000

Frame Rail Years: 3

Frame Rail Miles/km: 36,000

Frame Rail Note: 3 years/36,000 miles (no charge) AND up to 5 years/Unlimited miles (50% charge)

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 75,000

Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MIU
Trans Type	6	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	3.10
Second Gear Ratio (:1)	1.80	Third Gear Ratio (:1)	1.40
Fourth Gear Ratio (:1)	1.00	Fifth Gear Ratio (:1)	0.70
Sixth Gear Ratio (:1)	0.61	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Trans Power Take Off	Yes
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Meritor
Transfer Case Power Take Off	N/A	Second Reverse Gear Ratio (:1)	N/A
Third Reverse Gear Ratio (:1)	N/A	Fourth Reverse Gear Ratio (:1)	N/A
Fifth Reverse Gear Ratio (:1)	N/A	Sixth Reverse Gear Ratio (:1)	N/A
Transmission Manufacturer	Allison	Transmission Type	A1700RDS

Engine

Engine Order Code	L5D	Engine Type	Turbocharged Diesel V8
Displacement	6.6L/403	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	350 @ 2500	SAE Net Torque @ RPM	750 @ 1400
Engine Oil Cooler	Yes	Governed Engine Speed (RPM)	N/A
Engine Series	Duramax		

Electrical

Cold Cranking Amps @ 0° F (Primary)	1100	Cold Cranking Amps @ 0° F (2nd)	1100
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	150

Cooling System

Total Cooling System Capacity	30 qts
-------------------------------	--------

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (Complete)

Vehicle

Vehicle

Axle Ratio - Low Rear (:1)	4.3	As Spec Curb Weight - Front	5207.00 lbs
As Spec Curb Weight - Rear	2964.00 lbs		

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Total Weight	8521.00 lbs	Gross Axle Wt Rating - Front	7500 lbs
Gross Axle Wt Rating - Rear	11000 lbs	Curb Weight - Front	5207 lbs
Curb Weight - Rear	2964 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	2293.00 lbs
Reserve Axle Capacity - Rear	8036.00 lbs	As Spec'd Curb Weight	8171.00 lbs
As Spec'd Payload	9329.00 lbs	Gross Combined Wt Rating	26000 lbs
Cargo Weight	0.00 lbs	Gross Vehicle Weight	8521.00 lbs
Axle Weight	N/A	Gross Axle Weight Rating	18500.00 lbs
Curb Weight	8171.00 lbs	Reserve Axle Capacity	10329.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0.00 lbs
Payload Weight Rear	0.00 lbs	Maximum Axle Rating Front	7500.00 lbs
Maximum Axle Rating Rear	11000.00 lbs	Maximum Axle Rating Total	18500.00 lbs
Gross Vehicle Weight Rating	17500.00 lbs	Front PayLoad	N/A
Rear Payload	N/A	Total Payload Weight (Cargo + Driver + Body)	350.00 lbs

Frame

Frame Type	High Strength Low Alloy Steel	Sect Modulus Rails Only	8.08 Front/10.93 Belly/8.47 Rear in ³
Frame RBM	404000 Front/546500 Belly/423500 Rear	Frame Strength	50000 lbs
Frame Thickness	0.3125 in		

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (Complete)

Chassis

Suspension

Suspension Type - Front	Multi-Leaf	Suspension Type - Rear	Multi-Leaf
Spring Capacity - Front	7500 lbs	Spring Capacity - Rear	11000 lbs
Axle Type - Front	Dana Spicer Single Reduction	Axle Type - Rear	N/A
Axle Capacity - Front	7500 lbs	Axle Capacity - Rear	11000 lbs
Axle Ratio (:1) - Front	4.30	Axle Ratio (:1) - Rear	4.30
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	49 mm
Stabilizer Bar Diameter - Front	1.26 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	XEY	Rear Tire Order Code	YEY
Spare Tire Order Code	N/A	Front Tire Size	225/70R19.5G
Rear Tire Size	225/70R19.5G	Spare Tire Size	N/A
Front Tire Capacity	7940 lbs	Rear Tire Capacity	15000 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A
Tire Rating Total	22940.00		

Wheels

Front Wheel Size	19.5 x 6.75 in	Rear Wheel Size	19.5 x 6.75 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A
Front Bolt Pattern	8 Hole 10.83"	Rear Bolt Pattern	8 Hole 10.83"
Spare Bolt Pattern	N/A		

Steering

Steering Type	Pwr	Steering Ratio (:1), On Center	16.6
Steering Ratio (:1), At Lock	19.6	Turning Diameter - Curb to Curb	52.0 ft
Turning Diameter - Wall to Wall	53.6 ft		

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (Complete)

Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Channel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	15.375 x 1.54 in
Rear Brake Rotor Diam x Thickness	15.375 x 1.54 in	Drum - Front (Yes or)	N/A
Front Drum Diam x Width	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	40 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	Behind Rear Axle	Aux Fuel Tank Location	N/A

Trailer

Trailer Weight	0.0 lbs
----------------	---------

Dimensions

Interior Dimensions

Passenger Capacity	3	Front Head Room	42.8 in
Front Leg Room	45.28 in	Front Shoulder Room	66.02 in
Front Hip Room	60.75 in		

Exterior Dimensions

Wheelbase	165 in	Length, Overall w/o rear bumper	N/A
Length, Overall	248.5 in	Width, Max w/o mirrors	92.705 in
Height, Overall	86.41 in	Overhang, Front	34.4 in
Overhang, Rear w/o bumper	49 in	Front Bumper to Back of Cab	115.47 in
Cab to Axle	83.86 in	Cab to End of Frame	133 in
Ground to Top of Load Floor	N/A	Ground to Top of Frame	32.2 front/34.7 rear in
Frame Width, Rear	34.1 in	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Body Length	0.0 ft
Cab to Body	3.0 in	Frontal Area	ft ²

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (Complete)

Medium Duty

Medium Duty Performance

Front Axle %	N/A	Rear Axle %	N/A
Driver Weight	350.0 lbs	Front Ground Load	N/A
Rear Ground Load	N/A	1st gear High Speed (High Axle Gear)	N/A
2nd gear High Speed (High Axle Gear)	N/A	3rd gear High Speed (High Axle Gear)	N/A
4th gear High Speed (High Axle Gear)	N/A	5th gear High Speed (High Axle Gear)	N/A
6th gear High Speed (High Axle Gear)	N/A	1st gear Low Speed (High Axle Gear)	N/A
2nd gear Low Speed (High Axle Gear)	N/A	3rd gear Low Speed (High Axle Gear)	N/A
4th gear Low Speed (High Axle Gear)	N/A	5th gear Low Speed (High Axle Gear)	N/A
6th gear Low Speed (High Axle Gear)	N/A	1st gear High Speed (Low Axle Gear)	N/A
2nd gear High Speed (Low Axle Gear)	N/A	3rd gear High Speed (Low Axle Gear)	N/A
4th gear High Speed (Low Axle Gear)	N/A	5th gear High Speed (Low Axle Gear)	N/A
6th gear High Speed (Low Axle Gear)	N/A	1st gear Low Speed (Low Axle Gear)	N/A
2nd gear Low Speed (Low Axle Gear)	N/A	3rd gear Low Speed (Low Axle Gear)	N/A
4th gear Low Speed (Low Axle Gear)	N/A	5th gear Low Speed (Low Axle Gear)	N/A
6th gear Low Speed (Low Axle Gear)	N/A	Reduction	13.33
Torque @ Clutch Engage	N/A	Starting Grade Index	N/A
1st Gear Tractive Effort (High Axle Gear)	N/A	2nd Gear Tractive Effort (High Axle Gear)	N/A
3rd Gear Tractive Effort (High Axle Gear)	N/A	4th Gear Tractive Effort (High Axle Gear)	N/A
5th Gear Tractive Effort (High Axle Gear)	N/A	6th Gear Tractive Effort (High Axle Gear)	N/A
1st Gear Tractive Effort (Low Axle Gear)	N/A	2nd Gear Tractive Effort (Low Axle Gear)	N/A
3rd Gear Tractive Effort (Low Axle Gear)	N/A	4th Gear Tractive Effort (Low Axle Gear)	N/A
5th Gear Tractive Effort (Low Axle Gear)	N/A	6th Gear Tractive Effort (Low Axle Gear)	N/A
1st Gear Gradeability (High Axle Gear)	N/A	2nd Gear Gradeability (High Axle Gear)	N/A
3rd Gear Gradeability (High Axle Gear)	N/A	4th Gear Gradeability (High Axle Gear)	N/A
5th Gear Gradeability (High Axle Gear)	N/A	6th Gear Gradeability (High Axle Gear)	N/A
1st Gear Gradeability (Low Axle Gear)	N/A	2nd Gear Gradeability (Low Axle Gear)	N/A
3rd Gear Gradeability (Low Axle Gear)	N/A	4th Gear Gradeability (Low Axle Gear)	N/A
5th Gear Gradeability (Low Axle Gear)	N/A	6th Gear Gradeability (Low Axle Gear)	N/A
Geared Road Speed	0.00 MPH	Actual Loaded Speed	N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (Complete)

Medium Duty

Medium Duty Performance

Grade (%)	2.0	Maximum Speed Gradeability	N/A
Torque Converter	N/A	Maximum Capacity @ 0° F	2200.00
% of Body on Front Axle	49.01	% of Body on Rear Axle	50.99
Body Weight Front	0.00 lbs	Body Weight Rear	0.00 lbs
Actual Loaded Speed (First Part, MPH)	N/A	Actual Loaded Speed (Second Part, RPM)	
Actual Loaded Speed (Third Part, Gear)		Road Type	Concrete
Body Weight	0.0 lbs	Driver Weight Front	N/A
Driver Weight Rear	N/A	Medium Duty Body Type	None
Front Total Load	5207.00 lbs	Rear Total Load	2964.00 lbs

Weight Distribution

SPECIFICATION SUMMARY

Model #	CK56403
Truck/Tractor	
Wheelbase (WB)	165 in
Cab to Axle (CA)	83.86 in
Cab to Body/Swing Clear (BOC)	3.0 in
Body Length	0.0 ft
Body Weight	0.0 lbs
Cargo Weight	0.00 lbs
Front GAWR	7500 lbs
Rear GAWR	11000 lbs
GVWR	17500.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (Complete)

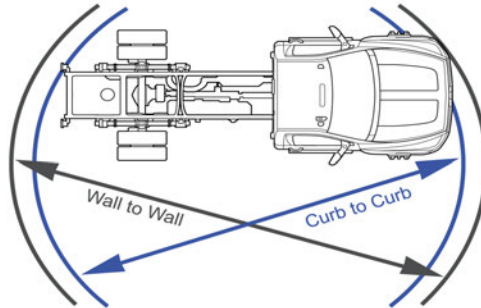
Turning Circle

SPECIFICATION SUMMARY

Model #	CK56403
Front Axle Order Code	FTB
Capacity (lbs)	7500 lbs
Wheelbase Order Code	ED9
Wheelbase (in)	165 in
Front Wheel Order Code	
Size/Type (in)	19.5 x 6.75 in
Front Tire Order Code	XEY
Size/Type	225/70R19.5G

Wall to Wall (ft): 53.6 ft

Wall to Wall diameter is measured from the outermost part of the cab.



Curb to Curb (ft): 52.0 ft

Curb to Curb diameter is measured from the outside of the front tire.

Geared Road Speed

SPECIFICATION SUMMARY

Model #	CK56403
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/403
Horsepower	350 @ 2500
Starting Torque	N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



Alan Jay Fleet

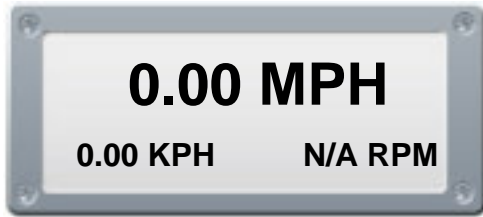
Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (Complete)

SPECIFICATION SUMMARY

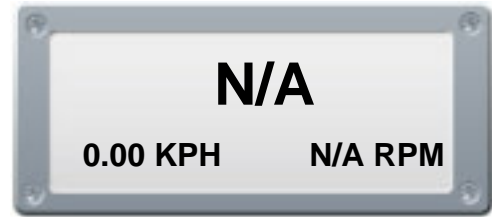
Transmission Order Code	MIU
Model Manufacturer	Allison
Type	6-Speed Automatic
Rear Axle Order Code	GL4
Model Manufacturer	A1700RDS
Weight Rating	11000 lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	N/A
Revolutions/Mile Rear	N/A
Surface Type	Concrete
Desired Grade	2%

Geared Road Speed



0% Grade in gear

Actual Loaded Speed



2% Grade in gear

Note: Simulated speedometer appearance may not correspond with selected equipment.

Gradeability Chart

SPECIFICATION SUMMARY

Model #	CK56403
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/403
Horsepower	350 @ 2500
Starting Torque	N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.



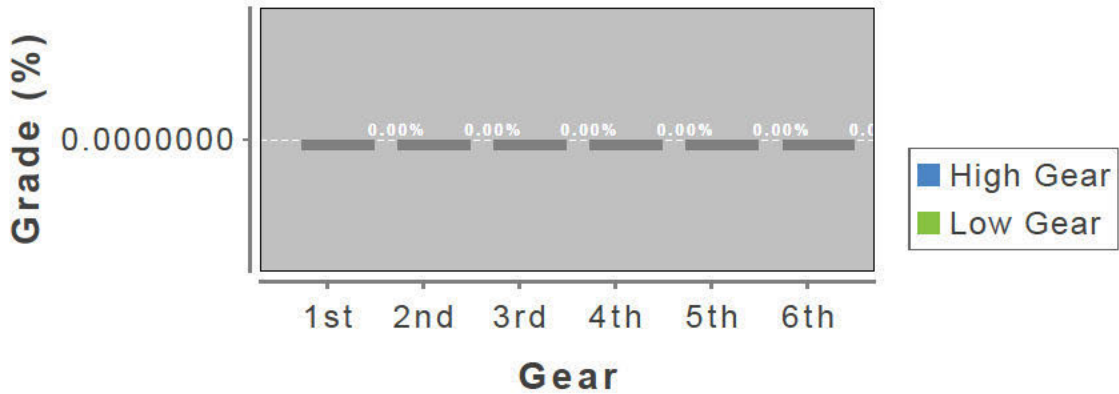
Alan Jay Fleet

Ashlee Wilson-Dickman | [REDACTED]

Vehicle: [Fleet] 2026 Chevrolet Silverado MD (CK56403) 4WD Reg Cab WT (✔ Complete)

SPECIFICATION SUMMARY

Transmission Order Code	MIU
Model Manufacturer	Allison
Type	6-Speed Automatic
Rear Axle Order Code	GL4
Model Manufacturer	A1700RDS
Weight Rating	11000 lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	N/A
Revolutions/Mile Rear	N/A
Surface Type	Concrete
Desired Grade	2%



This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 27475. Data Updated: Jan 11, 2026 6:45:00 PM PST.

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-25 - State Revolving Fund Loan for Project No. DW4103B

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

City Council previously approved this application via Resolution 25-111. The Florida Department of Environmental Protection (FDEP) requested that the resolution contain verbiage that the repayment of the loan is provided through 100% principal forgiveness. Resolution 26-25 adds that verbiage and this resolution repeals and replaces Resolution 25-111.

The City intends to apply to the Florida Department of Environmental Protection (FDEP) for a State Revolving Fund (SRF) loan for Project No. DW4103B. The requested loan amount is \$35,139,169.00 and will fund the planning, design, permitting, and construction of drinking water infrastructure improvements as described in the loan application.

FINANCIAL IMPACT:

Repayment of the loan is provided through 100% Principal Forgiveness under the State Revolving Fund Supplemental Appropriation for Helene Milton and Hawaii Wildfires (SAHMW).

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Scott Rudacille.

SUGGESTED MOTION:

Motion to approve Resolution 26-25.

ATTACHMENTS:

[Resolution 26-25](#)

CITY OF BRADENTON
RESOLUTION NO. 26-25

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS AUTHORIZING THE SUBMITTAL OF THE LOAN APPLICATION FOR PROJECT NO. DW4103B; AUTHORIZING THE EXECUTION OF THE APPLICABLE LOAN AGREEMENT AND RELATED DOCUMENTS; ESTABLISHING PLEDGED REVENUES; DESIGNATING THE CITY'S AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES OF COMPLIANCE WITH LOAN PROGRAM REQUIREMENTS; PROVIDING FOR REPEAL AND REPLACEMENT OF RESOLUTION 25-111; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the pre-construction and construction of drinking water infrastructure; and

WHEREAS, the Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative, to provide assurances of compliance with loan program requirements, and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. DW4103B as eligible for available funding; and

WHEREAS, the City of Bradenton, Florida (the "City"), wishes to make application to the Department of Environmental Protection for a State Revolving Fund Loan for Project No. DW4103B for planning, design, permitting, and construction of improvements to the City's drinking water infrastructure as described in the loan application (the "Project"), in the amount of \$35,139,169.00, and upon approval, the City intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for Project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. The City is authorized to apply for a loan to finance the Project, and upon approval, to execute the applicable loan agreement and related documents, and to comply with all loan program requirements.

Section 3. The repayment of the loan is provided through 100% Principal Forgiveness from the State Revolving Fund Supplemental Appropriation for Helene Milton and Hawaii Wildfires (SAHMW).

Section 4. The City Administrator is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section 5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City’s responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section 6. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes.

Section 7. This Resolution shall repeal and replace Resolution 25-111 in its entirety. All other resolutions or parts thereof in conflict with any of the provisions of this Resolution are hereby repealed to the extent of the conflict.

Section 8. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 9. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 25TH DAY OF FEBRUARY 2026.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING LOAN PROGRAM
FOR
DRINKING WATER FACILITIES
LOAN APPLICATION**



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

TABLE OF CONTENTS

**Page
Number**

LOAN APPLICATION

- (1) SUBMITTAL..... 1
- (2) COMPLETING THE APPLICATION..... 1
- (3) ASSISTANCE..... 1

PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR..... 1
- (2) AUTHORIZED REPRESENTATIVE..... 1
- (3) PRIMARY CONTACT..... 1
- (4) ADDITIONAL CONTACTS..... 1
- (5) PROJECT NUMBER..... 1
- (6) INTERIM FINANCING..... 1

PART II - PROJECT INFORMATION

A. PRECONSTRUCTION PROJECT

- (1) ACTIVITIES..... 2
- (2) SCHEDULE..... 2
- (3) COST..... 2

B. CONSTRUCTION PROJECT

- (1) ACTIVITIES..... 2
- (2) SCHEDULE..... 3
- (3) COST..... 3

PART III - FINANCIAL INFORMATION

- (1) PRINCIPAL..... 3
- (2) TERMS AND REPAYMENT..... 3
- (3) ANNUAL FUNDING LIMIT..... 3
- (4) INFORMATION ON LIENS..... 3
- (5) ACTUAL AND PROJECTED REVENUES..... 4
- (6) AVAILABILITY OF PLEDGED REVENUES..... 4
- (7) LOAN SERVICE FEE..... 4

PART IV - AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION..... 4
- (2) ASSURANCES..... 4

PART V - SUPPLEMENTARY INFORMATION

- SCHEDULE OF PRIOR AND PARITY LIENS..... 7
- SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE..... 8
- SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE..... 9
- LIST OF ATTACHMENTS..... 10

LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, Marjorie Stoneman Douglas Building, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The application (and supporting documentation) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from the Drinking Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR City of Bradenton
 Federal Employer Identification Number P3FLJ98L86V8
 DUNS Number _____

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
 Name Rob Perry Title City Administrator
 Telephone (941)932-9442 Email rob.perry@bradentonfl.gov
 Mailing Address 101 Old Main Street, Bradenton, FL. 34205

(3) PRIMARY CONTACT (person to answer questions regarding this application).
 Name Morgan French Title South Region Fiscal Solutions Leader
 Telephone (850)703-3000 Email MFrench@woodardcurran.com
 Employer Woodard & Curran
 Mailing Address 1496 Highway 90 Chipley, FL 32428

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #1* _____).
 Name Jeremy Giddens Title Grants Program Specialist
 Telephone (941)932-9350 Email jeremy.giddens@bradentonpd.com
 Employer City of Bradenton
 Mailing Address 100 10th Street West Bradenton, FL 34205

(5) PROJECT NUMBER (listed on the Department's priority list). 4103B

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? Yes No

PART II – PROJECT INFORMATION

If you are applying for a planning or design loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING OR DESIGN PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (Attachment #N/A)

(1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any engineering services to be performed. (Attachment #1) Are these activities the same as those scheduled on the *Request for Inclusion Form*? Yes No. If “No”, please explain. (Attachment #N/A)

(2) **SCHEDULE.**

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	January 2027
Engineering design	May 2028
Certification of site availability	July 2030
Permitting	July 2030

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (Attachment #N/A) Yes No

(c) Is this a design/build project? Yes No

(3) **COST.** Is the cost information submitted for the planning or design loan priority list current? If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #N/A) Note that the disburseable amount will be limited to the priority list amount. Yes No

PLANNING OR DESIGN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION PROJECT

(1) **ACTIVITIES.**

(a) Attach a brief description of construction activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (Attachment #).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? Yes No
If “No”, please explain. (Attachment #)

(b) Have any of the contracts been bid? Yes No
If “Yes”, indicate which contracts have been bid. (Attachment #)

(c) Was planning or design for this project financed in another SRF loan? Yes No
If “Yes”, give the SRF loan number. _____

(d) Does this project involve an interlocal agreement with other local governments or other entities? Yes No
If “Yes”, attach a copy of the interlocal agreement. (Attachment #)

Is the interlocal agreement fully executed and enforceable? Yes No

If "No", please explain (*Attachment #*_____).

(2) SCHEDULE. _____ (month and year)

(a) Anticipated notice to proceed for first construction contract. _____

(b) Anticipated completion of all construction contracts. _____

(3) COST. Is the cost information submitted for the priority list current? Yes No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*_____). Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, interest rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

(1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$35,139,169

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under PART II of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

(2) TERMS AND REPAYMENT.

(a) Loans for planning and design shall be amortized over 10 years. Construction loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as financially disadvantaged. Construction loans to financially disadvantaged small communities may be amortized over the lesser of useful life of the project or 30 years. Construction loans to non-governmental project sponsors are amortized over the lesser of the useful life of the project or 20 years. Interest charges and principal are paid semiannually.

What is the useful life of the project? 20 (years)

Over how many years would you like to amortize the loan? 20 (years)

(b) List all revenues that are to be pledged for repayment of this loan. Water and Sewer Fund

(c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 15 % (coverage percentage)

(d) Is any other financial assistance being applied to this project? Yes No

If "Yes", please list. (*Attachment #*N/A)

(3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments.

(4) INFORMATION ON LIENS.

(a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment #*2) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

(b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.


- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #³*_____).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #^{N/A}*_____).
- (5) ACTUAL AND PROJECTED REVENUES.
 - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #⁴*_____) The opinion must address the following:
 - (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #⁵*_____) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Drinking Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Applicant is advised, pursuant to 40 CFR 35 Section 35.3575, that a number of Federal law, executive orders, and government-wide policies can apply to your project or activity that is receiving Federal financial assistance. The Applicant agrees to read those provisions regarding the application of Federal cross-cutting authorities (cross-cutters) to determine their applicability to your specific project or activity.
 - (b) Assurances for other projects. Please note that Florida Statutes are available at <http://www.leg.state.fl.us>. They are also available at the following physical address: Florida Department of State Division of Library and Information Services R.A. Gray Building 500 South Bronough Street Tallahassee, Florida 32399-0250.
 - 1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 - 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 - 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 - 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

- 5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
 - 6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
 - 7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
 - 8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.
 - 9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
 - 10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
 - 11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
 - 12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
 - 13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
 - 14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.
- (c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this 10th Day of December, 20 25
 Authorized Representative  Rob Perry, City Administrator
 (signature) (name typed or printed)

Attachments

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-26 - State Revolving Fund Loan for Project No. WW4103C

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
City Council previously approved this application via Resolution 25-112. The Florida Department of Environmental Protection (FDEP) requested that the resolution contain verbiage that the repayment of the loan is provided through 100% principal forgiveness. Resolution 26-26 adds that verbiage and this resolution repeals and replaces Resolution 25-112.

The City intends to apply to the Florida Department of Environmental Protection (FDEP) for a State Revolving Fund (SRF) loan for Project No. WW4103C. The requested loan amount is \$19,166,503.00 and will fund the planning, design, permitting, and construction of infrastructure improvements to the City’s wastewater collection and treatment systems, as described in the loan application.

FINANCIAL IMPACT:
Repayment of the loan is provided through 100% Principal Forgiveness under the State Revolving Fund Supplemental Appropriation for Helene Milton and Hawaii Wildfires (SAHMW).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Scott Rudacille.

SUGGESTED MOTION:

Motion to approve Resolution 26-26.

ATTACHMENTS:

[Resolution 26-26](#)

CITY OF BRADENTON
RESOLUTION NO. 26-26

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS AUTHORIZING THE SUBMITTAL OF THE LOAN APPLICATION FOR PROJECT NO. WW4103C; AUTHORIZING THE EXECUTION OF THE APPLICABLE LOAN AGREEMENT AND RELATED DOCUMENTS; ESTABLISHING PLEDGED REVENUES; DESIGNATING THE CITY'S AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES OF COMPLIANCE WITH LOAN PROGRAM REQUIREMENTS; PROVIDING FOR REPEAL AND REPLACEMENT OF RESOLUTION 25-112; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the pre-construction and construction of wastewater treatment facilities; and

WHEREAS, the Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative, to provide assurances of compliance with loan program requirements, and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW4103C as eligible for available funding; and

WHEREAS, the City of Bradenton, Florida (the "City"), wishes to make application to the Department of Environmental Protection for a State Revolving Fund Loan for Project No. WW4103C for planning, design, permitting, and construction of infrastructure improvements to the City's wastewater collection and treatment systems as described in the loan application (the "Project"), in the amount of \$19,166,503.00, and upon approval, the City intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for Project financing; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. The City is authorized to apply for a loan to finance the Project, and upon approval, to execute the applicable loan agreement and related documents, and to comply with all loan program requirements.

Section 3. The repayment of the loan is provided through 100% Principal Forgiveness from the State Revolving Fund Supplemental Appropriation for Helene Milton and Hawaii Wildfires (SAHMW).

Section 4. The City Administrator is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section 5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City’s responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section 6. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes.

Section 7. This Resolution shall repeal and replace Resolution 25-112 in its entirety. All other resolutions or parts thereof in conflict with any of the provisions of this Resolution are hereby repealed to the extent of the conflict.

Section 8. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 9. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 25TH DAY OF FEBRUARY 2026.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND LOAN
PROGRAM for
Point Source Water Pollution Control**

LOAN APPLICATION



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

TABLE OF CONTENTS

	Page Number
LOAN APPLICATION	
(1) SUBMITTAL.....	1
(2) COMPLETING THE APPLICATION.....	1
(3) ASSISTANCE.....	1
PART I - ADMINISTRATIVE INFORMATION	
(1) PROJECT SPONSOR.....	1
(2) AUTHORIZED REPRESENTATIVE.....	1
(3) PRIMARY CONTACT.....	1
(4) ADDITIONAL CONTACTS.....	1
(5) PROJECT NUMBER.....	1
(6) INTERIM FINANCING.....	1
PART II - PROJECT INFORMATION	
A. PRECONSTRUCTION PROJECT	
(1) ACTIVITIES.....	2
(2) SCHEDULE.....	2
(3) COST.....	2
B. CONSTRUCTION PROJECT	
(1) ACTIVITIES.....	2
(2) SCHEDULE.....	3
(3) COST.....	3
PART III - FINANCIAL INFORMATION	
(1) PRINCIPAL.....	3
(2) TERMS AND REPAYMENT.....	3
(3) ANNUAL FUNDING LIMIT.....	3
(4) INFORMATION ON LIENS.....	3
(5) ACTUAL AND PROJECTED REVENUES.....	4
(6) AVAILABILITY OF PLEDGED REVENUES.....	4
(7) LOAN SERVICE FEE.....	4
PART IV - AUTHORIZATION AND ASSURANCES	
(1) AUTHORIZATION.....	4
(2) ASSURANCES.....	4
PART V - SUPPLEMENTARY INFORMATION	
SCHEDULE OF PRIOR AND PARITY LIENS.....	7
SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE.....	8
SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE.....	9
LIST OF ATTACHMENTS.....	10

LOAN APPLICATION

- (1) **SUBMITTAL.** Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) **COMPLETING THE APPLICATION.**
- (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
- (b) All information provided on this application must be printed. Monetary amounts may be rounded.
- (c) Forms and attachments to be submitted are denoted with italic print.
- (3) **ASSISTANCE.** Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) **PROJECT SPONSOR** City of Bradenton
 Federal Employer Identification Number P3FLJ98L86V8
 DUNS Number _____
- (2) **AUTHORIZED REPRESENTATIVE** (person authorized to sign or attest loan documents).
 Name Rob Perry Title City Administrator
 Telephone (941)932-9442 FAX _____ Email rob.perry@bradentonfl.gov
 Mailing Address 101 Old Main Street, Bradenton, FL 34205
- (3) **PRIMARY CONTACT** (person to answer questions regarding this application).
 Name Morgan French Title South Region Fiscal Solutions Leader
 Telephone (850)703-3000 FAX _____ Email MFrench@woodardcurran.com
 Employer Woodard & Curran
 Mailing Address 1496 Highway 90, Chipley, FL 32428
- (4) **ADDITIONAL CONTACTS.** If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #1* _____).
 Name Jeremy Giddens Title Grants Program Specialist
 Telephone (941)932-9350 FAX _____ Email jeremy.giddens@bradentonpd.com
 Employer City of Bradenton
 Mailing Address 100 10th Street West Bradenton, FL 34205
- (5) **PROJECT NUMBER** (listed on the Department's priority list). 4103C
- (6) **INTERIM FINANCING.** A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.
 Is the project currently being funded with interim financing? Yes No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (Attachment #NIA)

(1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (Attachment #1) Are these activities the same as those scheduled on the *Request for Inclusion Form*? Yes No. If “No”, please explain. (Attachment #NIA)

(2) **SCHEDULE.**

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	January 2027
Engineering work	May 2028
Certification of site availability	July 2030
Permit	July 2030

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (Attachment #NIA) Yes No

(c) Is this a design/build project? Yes No

(3) **COST.** Is the cost information submitted for the planning, design or SSES loan priority list current? If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #NIA) Note that the disburseable amount will be limited to the priority list amount. Yes No

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

(1) **ACTIVITIES.**

(a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (Attachment #).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? Yes No
If “No”, please explain. (Attachment #)

(b) Have any of the contracts been bid? Yes No
If “Yes”, indicate which contracts have been bid. (Attachment #)

(c) Was planning, design, or SSES for this project financed in another SRF loan? Yes No
If “Yes”, give the SRF loan number. _____

(d) Does this project involve an interlocal agreement with other local governments or other entities? Yes No
If “Yes”, attach a copy of the interlocal agreement. (Attachment #)

Is the interlocal agreement fully executed and enforceable? Yes No
If “No”, please explain (Attachment #).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. _____
- (b) Anticipated completion of all construction contracts. _____
- (3) COST. Is the cost information submitted for the priority list current? Yes No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # _____) Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$19,166,503

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under PART II of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.
- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? 20 (years)

Over how many years would you like to amortize the loan? 20 (years)

- (b) List all revenues that are to be pledged for repayment of this loan. Water and Sewer Fund

- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 15 % (coverage percentage)

- (d) Is any other financial assistance being applied to this project? Yes No

If "Yes", please list. (Attachment # N/A)

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

(4) INFORMATION ON LIENS.

- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment # 2) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #³*_____).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #^{N/A}*_____).
- (5) ACTUAL AND PROJECTED REVENUES.
 - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #⁴*_____). The opinion must address the following:
 - (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.


PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #⁵*_____) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 1. Complete all facilities for which funding has been provided.
 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
 11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
 12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
 13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
 14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
 15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
 16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
 17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
 18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
 19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
 20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
 21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
 5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
 6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
 7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
 8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

- 9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
 - 10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
 - 11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
 - 12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
 - 13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
 - 14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.
- (c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this 18th Day of December, 20 25
 Authorized Representative  Rob Perry, City Administrator
 (signature) (name typed or printed)

Attachments

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Contract Extension of RFP #23-001TWS with Brown & Brown of Florida, Inc.

SUGGESTED ACTION: Approve the Agreement for the Mayor's signature.

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

The City and Contractor entered into a contract in response to RFP #23-001TWS on March 8th, 2023, whereby Contractor agreed to serve as the agent of record for employee benefits for the City. Both parties wish to renew the Contract for an additional one (1) year period.

FINANCIAL IMPACT:

Funded by account 001511310 531900.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:

Motion to approve the first contract extension for agent of record services with Brown and Brown of Florida, Inc.

ATTACHMENTS:

[First Contract Extension of RFP #23-001TWS with Brown & Brown of Florida, Inc.](#)

**First Contract Extension of RFP #23-001TWS
between Brown & Brown of Florida, Inc. and the City of Bradenton**

This **FIRST CONTRACT EXTENSION** of RFP #23-001TWS (the “Extension”), is made this 25th day of February 2026, between the CITY OF BRADENTON (the “City”), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and BROWN & BROWN OF FLORIDA, INC. (the “Contractor”), a Florida corporation with a principal address of 300 North Beach Street, Daytona Beach, Florida 32114.

WITNESSETH

WHEREAS, the City and Contractor entered into a contract in response to RFP #23-001TWS (the “Contract”) on March 8th, 2023, whereby Contractor agreed to serve as the agent of record for employee benefits for the City, as more specifically described in RFP #23-001 TWS; and

WHEREAS, the initial term of the Contract expires on March 8th, 2026; however, the Contract provides the parties with the option to renew for two (2) additional one (1) year periods; and


WHEREAS, the parties desire to renew the Contract for an additional one (1) year period; and

WHEREAS, the parties desire that, except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, hereby agree as follows:

1. **Recitals.** The recitals in the “WHEREAS” clauses are incorporated by reference and made a part of this Extension.
2. **Extension** of the Term of the Contract. The Contract is hereby extended to March 8th, 2027.
3. **Affirmation.** Except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Contract, and the rights and obligations of the parties thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. **Counterparts.** This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party’s original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 25th day of February 2026.

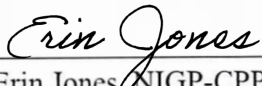


STEVE FARMER, as EXECUTIVE V.P.
Brown & Brown of Florida, Inc.

2/17/2026
Date

Gene Brown
Mayor, City of Bradenton

Date



Erin Jones, NIGP-CPP, CPPO, CPPB, FCCM
Purchasing Manager, City of Bradenton

2/18/2026
Date

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Purchase and Sale Agreement with PHBGF Ventures, LLC for Parcel Identification Numbers 3365800109, 3365800159, and 4375700004

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

In October 2025, Dr. Burton, Community Redevelopment Agency (CRA) Executive Director, informed the City Council that he had received an unsolicited bid for the aforementioned City-owned property and then requested City Council approval to dispose of the land under Florida Statute 163.380. After the prescribed advertisement and 30-day wait period, Dr. Burton appeared before the City Council on December 10, 2025, and notified them that there was only one bid offer. He noted that the proposed \$30,000,000.00 project was designed to offer mixed-income housing, a needed commodity identified in a recent CRA market analysis. The final sale of the land is contingent upon City Council approval.

This agenda item concerns the approval of the Purchase and Sale agreement for the aforementioned properties related to the project.

FINANCIAL IMPACT:

The purchase price to be paid to the City is \$555,088.00.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by Attorney Rudacille.

SUGGESTED MOTION:

Move to approve the Purchase and Sale Agreement with PHBGF Ventures, LLC, and authorize the Mayor to execute all closing documents related to the sale.

ATTACHMENTS:

[Purchase and Sale Agreement PHBGF Ventures, LLC](#)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”), is made and entered into by and between **THE CITY OF BRADENTON**, a Florida municipal corporation (“Seller”), and **PHBGF VENTURES, LLC**, a Florida limited liability company (“Purchaser”), and is effective as of the date executed by the last of the Purchaser and Seller on the signature page hereto (the “Effective Date”).

RECITALS:

A. Seller is the owner of certain Real Property and Personal Property (as hereafter defined) located in Manatee County, Florida.

B. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, the Property (as hereinafter defined) for the purpose of developing the Property as an affordable housing project, upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Recitals.** The parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Agreement.

2. **Property.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, and assign (to the extent assignable) to Purchaser, and Purchaser agrees to buy from Seller, the following Property:

(a) **Real Property.** The Real Property shall consist of approximately 2.1534 acres of real property located in Manatee County owned by the Seller, as more particularly described on **Exhibit “A”** attached hereto, together with all rights and appurtenances thereto, including, but not limited to, rights of ingress and egress, any and all air space rights and subsurface rights, mineral rights, timber rights, riparian and littoral rights, together with all pertinent rights and interests pertaining to adjacent streets and roadways (collectively referred to as the “Real Property”). In addition to conveying fee simple title to the Real Property described in **Exhibit “A,”** Seller shall convey to Purchaser all mineral rights per Florida Statutes 270.11(3).

(b) **Personal Property.** All tangible and intangible personal property owned or controlled by Seller pertaining to the Real Property, if any, including, without limitation, all engineering, designs, plans, specifications, land plans, studies, marketing reports, licenses, franchises, permits, contracts rights, agreements, zoning rights, density rights, development rights, TDRs, prepaid impact fees, credits for impact fees, access, service or other fees of any kind, and other entitlements and governmental applications, submittals and approvals which relate to the use, ownership and/or development of the Real Property, development orders and approvals, concurrency certificates or certifications and vested rights or claims of estoppel against governmental agencies, if any, to the extent such items exist, and documents and instruments relating to the use, ownership and/or development of the Real Property (all of the foregoing being collectively referred to as the “Personal Property”). The Real Property and the Personal Property shall hereinafter be collectively referred to as the “Property”.

3. **Purchase Price.**

(a) The Purchase Price to be paid for the Property shall be FIVE HUNDRED FIFTY-FIVE THOUSAND, EIGHTY-EIGHT AND NO/100 DOLLARS (\$555,088.00) (the “Purchase Price”).

(b) **Deposit.** The Deposit shall be paid as follows:

(i) **Earnest Money Deposit.** Within five (5) business days after the Effective Date, Purchaser shall furnish to Barnes, Walker, Goethe, Perron, Shea & Robinson, PLLC (“Escrow Agent”) an earnest money deposit in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) (“Initial Deposit”).

In the event Purchaser does not elect to terminate this Agreement as permitted by the terms of Section 4(b) herein, Purchaser shall, within three (3) business days after the expiration of the Inspection Period (as hereinafter defined), deliver an additional \$35,000.00 to the Escrow Agent (the “Additional Deposit”, and together with the Initial Deposit, collectively, the “Deposit”).

Escrow Agent shall immediately advise Purchaser and Seller of its receipt of each installment of the Deposit. The Deposit shall be held by Escrow Agent in accordance with the terms and provisions of this Agreement and **Exhibit "B"** and shall be credited to Purchaser at the Closing. Each installment of the Deposit shall be in the form of a wire transfer of immediately available funds.

(ii) **Procedure for Payment of Deposit.** If either party shall terminate this Agreement and make written demand upon Escrow Agent for delivery of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party within ten (10) business days after the giving of such notice, Escrow Agent is hereby authorized to (i) refund the remaining balance of the Deposit to Purchaser, in the case of a demand from Purchaser, or (ii) deliver the remaining balance of the Deposit to Seller, in the case of a demand from Seller. If Escrow Agent receives a written objection from the other party within such ten (10) day period, Escrow Agent shall continue to hold the remaining balance of the Deposit pursuant to the terms hereof until otherwise directed by written instructions signed by both Purchaser and Seller or entry of a final order of a court of competent jurisdiction and the expiration of all appeal periods applicable in respect thereof. Escrow Agent shall be absolutely entitled to rely on written instructions that it believes in good faith were issued by a party hereto or such party's duly authorized counsel or representative. The parties agree that Escrow Agent shall not be liable due to the failure of any financial institution in which the Deposit is placed. Escrow Agent's sole duty of collection with respect to any escrow instrument payable to Escrow Agent is to present the instrument promptly for payment and to advise the parties promptly if the instrument is not collected in the ordinary course of banking business. By executing the Escrow Conditions Joinder attached hereto as **Exhibit "B"**, Escrow Agent agrees to be bound by the terms and conditions of this Agreement. The parties agree that the status of Purchaser's counsel acting as Escrow Agent under this Agreement does not disqualify Escrow Agent, or any attorney associated with Escrow Agent, from representing Purchaser in connection with this transaction and in any dispute that may arise between Purchaser and Seller concerning this transaction, including any dispute or controversy with respect to the Deposit.

(c) **Payment of Purchase Price.** At Closing, Purchaser shall pay the Purchase Price by a wire transfer of immediately available funds, which payment shall be subject to adjustments, prorations and credits as set forth herein.

4. **Purchaser's Inspection.**

(a) Commencing on the Effective Date and expiring on the date that is ninety (90) days after the Effective Date (the "Inspection Period"), Purchaser and Purchaser's authorized agents shall be entitled, at Purchaser's sole cost and expense, to enter upon the Property to conduct Phase I and/or Phase II environmental site assessment studies, test and inspections at all reasonable times and to conduct such other inspections on the Property as Purchaser deems necessary, in its sole discretion; provided, however, Purchaser shall not conduct any activities on the Property which shall unreasonably interfere with the operation of the Property as it is currently operated. Seller shall permit Purchaser and Purchaser's representatives, at Purchaser's cost and expense, to enter the Property (including any improvements located thereon) and to inspect and show the Property for the purposes set forth herein, including without limitation, to allow entry by any and all consultants, analysts, and any other entity, person or firm chosen by Purchaser in Purchaser's sole discretion. Purchaser shall indemnify and hold harmless Seller against and from any and all claim, loss, cost, expense and liability incurred by reason of the exercise of Purchaser's inspection of the Property under this Agreement (including reasonable attorneys' fees in all trial, appellate and post-judgment proceedings); provided, however, the foregoing indemnity and defense obligations of this Section shall not apply to (a) any loss, liability cost or expense due to the negligence or willful misconduct of Seller, (b) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property, (c) any latent defects in the Property discovered by Purchaser, or (d) any hazardous substances which are merely discovered (but not deposited) on or under the Property by Purchaser. Purchaser shall promptly repair any damage to the Property resulting from any inspection by Purchaser or an agent of Purchaser. If Purchaser determines that the Property is not suitable for any reason or no reason, then Purchaser may at any time during the Inspection Period deliver to Seller and Escrow Agent, a written notice terminating this Agreement (the "Termination Notice").

(b) Prior to the expiration of the Inspection Period, Purchaser may at any time during the Inspection Period deliver to Seller and Escrow Agent a Termination Notice, whereupon this Agreement shall terminate and be of no further force and effect, the parties hereto shall be released of any further obligation or liability, each to the

other, under the terms of this Agreement, except for those obligations intended to survive termination as expressly set forth herein, and the Deposit shall be promptly returned to Purchaser. Should Purchaser fail to provide a Termination Notice prior to the expiration of the Inspection Period, Purchaser shall be deemed to have accepted the Property and waives its inspection contingency.

(c) Within ten (10) days from the execution of this Agreement, to the extent not previously delivered, Seller shall make available to Purchaser, existing zoning, existing construction and engineering plans and specifications for existing improvement property (if any), copies of all owner's title policies, a copy of the Lease (as defined below), plans and specifications, artist's renderings, wetland studies, geotechnical reports, environmental studies, permits (including but not limited to economic and financial studies), market assessments/reports, licenses, topographical and all other surveys, engineering and architectural data in Seller's possession relating to the Property or any improvements situated thereon (collectively, "Due Diligence Documents") and shall submit such Due Diligence Documents to Purchaser. Seller represents and warrants that there are no contracts and leases existing for the Property that will not be terminated by Seller, at Seller's expense, prior to Closing.

(d) Prior to entering the Property, Purchaser must deliver a certificate of insurance to Seller evidencing that Purchaser and its contractors, agents and representatives have in place reasonable amounts of comprehensive general liability insurance and workers compensation insurance for its activities on the Property with liability insurance limits of not less than \$1,000,000 combined single limit for personal injury and property damage and covering any accident arising in connection with the presence of Purchaser, its contractors, agents and representatives on the Property, which insurance shall name Seller as an additional insured thereunder.

(e) Purchaser agrees that except as expressly set forth in this Agreement, the Property is being acquired by Purchaser on an "AS IS" AND "WITH ALL DEFECTS" basis and "WITH ALL FAULTS" existing as of the Closing Date. Purchaser acknowledges that it will be acquiring the Property on the basis of its own investigations. Except as expressly set forth in this Agreement or in any of the documents to be executed and delivered by Seller at Closing, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of the Seller as to condition or repair of the Property or the value, expense of operation, or income potential thereof, the reliability of any information furnished to Purchaser or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof.

(f) Prior to the expiration of the Inspection Period, Purchaser, Seller, and the Community Redevelopment Agency of the City of Bradenton, a public body of the State of Florida (the "CRA") shall agree upon the form and terms of an agreement for development of the Property and redevelopment incentives (the "Development and Incentives Agreement"), which shall include, among other things, the form of development, Purchaser's construction schedule, and CRA incentives for the Project (as defined below).

5. **Conditions Precedent – Purchaser's Obligation to Close.** Purchaser's obligation to close this transaction is subject to satisfaction (or waiver by Purchaser in writing), of the following conditions (the "Purchaser's Conditions Precedent"):

(a) **Correctness of Representations and Warranties.** The representations and warranties of Seller set forth in Section 14 shall be true on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date. In the event the representations and warranties of Seller set forth herein become untrue or inaccurate after the Effective Date due to the actions or inactions of Seller and Seller fails to cure such occurrence prior to the Closing, Purchaser may upon its receipt of Seller's disclosure of the inaccuracy, at its option, (i) accept the Property and close under the provisions of this Agreement, subject to the matters relating to the untrue or inaccurate representation or warranty, with no reduction of the Purchase Price, or (ii) terminate this Agreement, whereupon the Deposit shall be promptly returned to Purchaser.

(b) **Compliance by Seller.** Seller shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing.

(c) **Title; Survey; Physical Condition and Environmental Inspections.** Subject to the provisions of Sections 8 and 9 of this Agreement, the condition of title and the matters reflected on the Survey and the physical condition of the Property shall remain unchanged since Purchaser's acceptance of title and survey and the environmental condition of the Property as reflected by Purchaser's environmental assessments shall remain unchanged since the date of expiration of the Inspection Period, each through the Closing Date.

(d) **No Moratorium.** There shall be no governmental moratorium or other governmental action of general applicability that shall prevent the processing, authorization, approval or issuance of Purchaser's building permits for the Property or any portion thereof (any of the foregoing being herein referred to as a "Moratorium").

(e) **Approval of Purchaser's SIP.** Purchaser's receipt of approval by the Seller of Purchaser's application for a Site Improvement Plan ("SIP") consistent with Purchaser's proposed development of a workforce housing project (the "Project") on the Property. As a matter of clarification, receipt shall mean final issuance, with any applicable appeal periods expired and, if any appeals have been filed, then such appeals shall have been finally and favorably determined. Purchaser shall submit its SIP application for the Project to the City of Bradenton within one hundred and eighty (180) days prior to the Closing Date.

(f) **Approval of Purchaser's Design Elevations.** Purchaser's receipt of written approval of Purchaser's design elevations or renderings of the Project by the CRA staff. Purchaser shall submit its design elevations or renderings of the Project to CRA staff within one hundred and eighty (180) days prior to the Closing Date.

(g) **Parties in Possession.** There shall be no parties in possession of any portion of the Property, other than Seller as the owner.

(h) **Approval of the Development and Incentives Agreement.** Purchaser's receipt of written approval of the Development and Incentives Agreement by Seller's City Council and the CRA Board.

6. **Conditions Precedent – Seller's Obligation to Close.** Seller's obligation to close this transaction is subject to satisfaction (or waiver by Seller in writing), of the following conditions (the "Seller's Conditions Precedent"):

(a) **Submittal and Approval of Purchaser's SIP.** Seller's approval of Purchaser's SIP.

(b) **Submittal and Approval of Purchaser's Design Elevations.** The CRA staff's approval of Purchaser's design elevations or renderings of the Project.

(c) **Approval of the Development and Incentives Agreement.** Seller's City Council and the CRA Board's approval of the Development and Incentives Agreement.

7. **Closing.**

(a) Pursuant to the terms and provisions set forth in this Agreement, and provided that Purchaser and Seller shall have performed all their respective duties and obligations as set forth in this Agreement, and further provided that this Agreement is not terminated in accordance with the provisions of this Agreement, the closing shall occur upon the earlier of: (i) March 31, 2028; or (ii) three hundred and sixty five (365) days after the termination date of the Lease, as evidenced by a Lease Termination Agreement, provided such early termination date is prior to March 31, 2028 (the "Closing" or "Closing Date").

(b) If both the Purchaser's Conditions Precedent and the Seller's Conditions Precedent have not been satisfied (or waived by the party with the right to so waive) prior to the Closing Date, either party shall have the right by notice to the other party, prior to the Closing Date to: (a) waive all of the other party's applicable conditions to Closing and proceed to Closing without a reduction in the Purchase Price; or (b) terminate this Agreement by providing written notice to the other party. In the event either elects option (b) of the preceding sentence, the Deposit shall be delivered to the Purchaser in accordance with this Agreement, and thereafter the parties shall have no further obligations to each other, except as otherwise set forth herein. Notwithstanding anything to the contrary above, in the event of a failure of any of Purchaser's Conditions Precedent, in addition to the remedies in (a) and (b) above, Purchaser shall have the right to extend the Closing Date for up to two (2) additional periods of ninety (90) days each, so long as Purchaser (i) gives notice of such extension prior to the then-current expiration of the Closing Date and (ii) deposits an additional TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) ("Extension Deposit(s)") with the Escrow Agent for each additional ninety (90) day extension period. The Extension

Deposit(s) shall be credited toward the Purchase Price and, except in the event of Seller default, are nonrefundable to Purchaser under any circumstances.

(c) The Closing may be via delivery of the documents in escrow with the Escrow Agent, at Purchaser's option.

8. **Title Insurance.**

(a) Within thirty (30) days after the Effective Date, Purchaser shall cause Hill, Ward & Henderson, P.A. as authorized agent for Old Republic National Title Company or Chicago Title Insurance Company ("Title Company") to issue and deliver to Purchaser a title commitment ("Title Commitment") for the Property in the amount of the Purchase Price, accompanied by one copy of all documents affecting the Property and which constitute exceptions to the Title Commitment. No later than forty-five (45) days after the Effective Date, Purchaser shall give Seller a copy of the Title Commitment together with written notice of those exceptions to the Title Commitment that are not acceptable to Purchaser ("Title Objections") and Seller shall have the option to undertake, or not to undertake, to eliminate such exceptions, as set forth below; provided, however, that at Closing, all mortgages and liens of any monetary amount, and any *lis pendens*, must be satisfied or released as to the Property. If Seller undertakes to satisfy the Title Objections, Seller shall, at its sole cost and expense, promptly undertake and use its best efforts to eliminate or modify all unacceptable matters to the satisfaction of Purchaser, within forty-five (45) days after Purchaser's notice of its objection; provided, however, Seller shall notify Purchaser within ten (10) days after receipt of Purchaser's notice of its intention to either satisfy the Title Objections within the timeframes provided herein or not. In the event that Seller does not undertake to satisfy the Title Objections or if Seller fails to cure such objection within such forty-five (45) day period ("Cure Period"), then Purchaser shall have the right to terminate this Agreement by giving written notice to Seller within three (3) business days following the expiration of the Cure Period, and Purchaser shall receive the return of the Deposit and this Agreement shall immediately terminate and Escrow Agent shall immediately deliver the Deposit held by Escrow Agent to Purchaser. In the event Seller fails to notify Purchaser of its intent to cure such title or survey objections within said ten (10) day period, Seller shall be deemed not to have undertaken to cure such title or survey objections. Purchaser shall have the option to extend the Closing, for a period of time mutually agreeable by Seller and Purchaser in writing, to pursue curing any title or survey objections. In the event the expiration of the Cure Period would occur prior to the expiration of the Inspection Period, the parties agree that the Inspection Period shall be extended on a day-for-day basis in order to allow for the full time period of the Cure Period to run.

(b) At the Closing, the Title Commitment shall be marked up to show a current effective date, that all requirements are satisfied, and that all the standard Owner's Policy exceptions to which title is subject are limited to the exceptions not objected to by Purchaser in Section 8(a) (the "Permitted Exceptions"). It is expressly understood and agreed to between the parties that the Property shall be conveyed to Purchaser subject to no liens, charges, encumbrances, exceptions or reservations of any kind or character other than those matters acceptable to Purchaser under Section 8(a).

9. **Survey.** Within sixty (60) days from the Effective Date, Purchaser may obtain at Purchaser's sole cost and expense, a current survey of the Property prepared by a duly licensed land surveyor ("Survey") and provide a copy to Seller. If the Survey discloses any encroachment on the Property and Purchaser notifies Seller by written notice of its objection to same, such encroachments shall be treated as a Title Objection and shall be subject to the rights of the Purchaser and Seller to notice, cure, and termination as provided in Section 8.

10. **Existing Lease.** As of the Effective Date, the Property is subject to a lease between Seller and Bradenton Shuffleboard Club, Incl., a Florida corporation, dated April 11, 2012, as amended (the "Lease"). Notwithstanding anything to the contrary in this Agreement, Seller acknowledges and agrees that Purchaser's intended use of the Project will require a termination of the Lease and vacancy of the Property by the tenant thereunder prior to Closing. In no event shall Purchaser be obligated to close on its purchase of the Property with the Lease in full force and effect and the tenant in possession of the Property (or any claim to possession of the Property). Seller represents that the current expiration date of the term of the Lease is on or before March 31, 2028. During the term of this Agreement, Seller shall have the right to pursue an agreement with the tenant under the Lease, seeking to modify the Lease to a mutually agreed upon termination date being sooner than the current outside expiration date of the Lease (the "Lease Termination Agreement"). Should a Lease Termination Agreement require the payment of any termination payment, Seller shall remain solely obligated to pay any such termination payment. Upon request,

Seller shall keep Purchaser reasonably informed as to the status of obtaining and providing the Lease Termination Evidence. Provided this Agreement remains in full force and effect and Purchaser is not in default hereunder, other than the Lease Termination Agreement, in no event shall Seller enter any material modification or renewal of the Lease without the Purchaser's written consent, which shall not be unreasonably withheld, conditioned, or delayed.

11. **Possession of Property.** Sole and exclusive possession of the Property, subject only to the Permitted Exceptions, shall be delivered by Seller to Purchaser at the Closing.

12. **Prorations.** Intentionally deleted.

13. **Expenses.**

(a) Purchaser shall select the title agent and title underwriter for the title policy and, prior to or at Closing, Purchaser shall solely be responsible for the costs of: (i) the title search, (ii) the examination fee, (iii) the title agent's and escrow agent's fees, (iv) settlement and closing fees, (v) the lien search fee, (vi) the Owner's Title Policy, (vii) the recording fee for the Special Warranty Deed, (viii) the documentary stamp taxes to be affixed to the Special Warranty Deed, (ix) the cost of any survey obtained by Purchaser, (x) the costs incurred as a result of Purchaser's inspection of the Property, (xi) Purchaser's financing costs (if any), and (xii) Purchaser's attorneys' fees.

(b) Seller shall only be responsible the costs of: (i) obtaining and recording any corrective instruments, and (ii) Seller's attorneys' fees.

14. **Seller's Warranties and Representations.** Seller hereby makes the following warranties, representations and covenants to Purchaser, which warranties, representations and covenants being made are to the best of Seller's knowledge and shall be renewed by Seller at Closing and shall survive the Closing for a period of one (1) year:

(a) **Marketable Title.** Seller has marketable fee simple title to the Real Property.

(b) **Adverse Information.** To the best of Seller's knowledge, there is no information or knowledge of any judicial or administrative action by adjacent landowners, which would prevent, limit, or impede use and development of the Property for the Intended Use. To the best of Seller's knowledge, there is no action by adjacent landowners upon the Property which would prevent, limit, impede, or render more costly Purchaser's Intended Use of the Property, nor has Seller received written notice of such actions or conditions.

(c) **Compliance with Laws.** There are no violations of any applicable laws, ordinances, regulations, statutes, permits, rules and restrictions pertaining to and affecting the Property.

(d) **Pending Litigation.** There are no legal actions, suits or other legal or administrative proceedings, including condemnation cases and bankruptcy proceedings, pending or to the best of Seller's knowledge, threatened, against the Property, and Seller has no knowledge, without any independent investigation, of any facts which might result in any action, suit or other proceeding against the Property. Any such matters which are disclosed to Purchaser in writing prior to Closing shall be treated as a defect in Title.

(e) **Authority/Status.** The execution and delivery of this Agreement, and the consummation of the transaction contemplated hereby, will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, decree, ordinance, regulation or other restriction of any kind to which Seller or the Property is or may be bound and affected. Seller has the power and has (or has obtained from its shareholders or members, as applicable) authority to enter into, deliver and perform this Agreement, to execute and deliver all documents required hereby, to convey all of its right, title and interest in and to the Property, and to otherwise take all steps necessary in the performance of the duties and obligations of Seller hereunder. Seller is not a "foreign person" under Section 1445 of the Internal Revenue Code of 1986, as amended, and at Closing, Seller shall provide an affidavit satisfactory to Purchaser confirming such fact.

(f) **Condition of Property.** Seller has not used or operated the Property in any manner for the storage, use, treatment, manufacture or disposal of any hazardous or toxic materials or substances, petroleum products or hydrocarbons, and (i) to Seller's knowledge and belief without implying or imposing any duty of investigation or inquiry the Property, prior to Seller's ownership, had never been used or operated for the storage, use, treatment, manufacture or disposal of any such material or substance; (ii) there is not any investigation, administrative order,

litigation or settlement with respect to any such material or substance relating to or affecting the Property; and (iii) Seller has not been served or threatened with any notice from any entity, governmental body or individual claiming any violation of any law pertaining to such materials or substances or requiring compliance with any such law, with respect to the Property. Seller agrees that it will not dispose of or release, or permit the disposal or release of, any hazardous or toxic materials or substances, petroleum products or hydrocarbons on the Property from the Effective Date through the Closing Date.

(g) **Intentionally Deleted.**

(h) **Bankruptcy.** There are no attachments, executions or assignments of the Property for the benefit of creditors and Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Seller within the past year nor, nor is Seller currently insolvent.

(i) **Contracts.** Except for this Agreement and the Lease, Seller is not a party to any leases, options, contracts, franchise agreements or agreements creating rights in favor of any third parties affecting the Property in any manner whatsoever nor shall there be any such leases, options, contracts, franchises or rights of third parties granted by Seller during the term of this Agreement.

(j) **Parties in Possession.** Other than the Lease's tenant, Seller hereby warrants and represents that there are no parties in possession of any portion of the Real Property or anyone other than Seller with any rights to occupy or use the Real Property or any part thereof or any interest therein. There is no legal or equitable interest in the Property owned or claimed by any person or entity other than Seller, except for interests to be terminated at Closing and interests specifically disclosed or permitted herein.

(k) **No Back-Up Contract.** Purchaser is, and during the effectiveness of this Agreement shall be, the sole contract purchaser of the Property, including all surface and mineral estates.

(l) **Assessments.** All assessments against the Property are shown in the official records of the Manatee County; no site or area improvements have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property.

(m) **Survival.** All representations and warranties herein shall be renewed at Closing and shall survive Closing and the delivery of the Special Warranty Deed to the Real Property for a period of one (1) year.

15. **Transaction Documents.** At or prior to Closing, the Seller and Purchaser, as applicable, shall execute the following documents (the "Transaction Documents"):

(a) A Special Warranty Deed from Seller to Purchaser conveying the Real Property subject only to the Permitted Title Exceptions;

(b) A duly executed Closing Statement executed by Seller and Purchaser;

(c) An affidavit from Seller to Purchaser and Title Company setting forth adequate representations to enable Title Company to delete the standard exceptions in the Title Policy including, without limitation, those with respect to contractor's liens, parties in possession, and the gap but expressly excluding taxes for the year of conveyance;

(d) A FIRPTA affidavit to be executed by Seller;

(e) An Assignment and Bill of Sale of Personal Property, if any, and Seller's Rights (the form of which shall be prepared by Purchaser's attorneys and reasonably acceptable in form to Seller's attorneys), from Seller to Purchaser transferring all of Seller's right and interest in and to the Personal Property, if any, free and clear of all encumbrances, liens, and obligations;

(f) The Development and Incentives Agreement executed by Purchaser and Seller in the form agreed to between the parties prior to the expiration of the Inspection Period; and

(g) Such other documents duly executed by Purchaser and/or Seller, as applicable, as are contemplated herein or reasonably required by the title agent to consummate the transaction anticipated by this Agreement,

including, without limitation, documentation of good standing and authority to consummate the transaction contemplated by this Agreement.

16. **Condemnation.** If, prior to Closing, Seller receives notice that all or any part of the Real Property is or will be taken by any governmental authority under its power of eminent domain for any purpose, Seller shall immediately notify Purchaser in writing and Purchaser shall have the option to:

(a) Take title to the Real Property at Closing without any abatement or adjustment in the Purchase Price, in which event Seller shall provide to Purchaser all documents and other information received regarding the condemnation and shall unconditionally assign its rights in the condemnation award to Purchaser (or if the Seller has received the award, the Purchase Price shall be reduced by the amount of the award); or

(b) Terminate this Agreement, whereupon the duties and obligations of each of the parties hereto shall end, and Purchaser shall be entitled to an immediate refund of the Deposit, plus any interest thereon.

17. **Risk of Loss.** Until the proceeds of the Closing are disbursed by Escrow Agent or closing agent, the risk of loss or damage by fire, erosion, flood or other casualty with respect to the Property to be conveyed shall remain with Seller. Upon disbursement of the proceeds of Closing by the Escrow Agent or closing agent, the risk of loss shall be assumed by Purchaser. In the event of any loss or damage by casualty to the Property prior to the Closing, Purchaser shall have the option, which Purchaser may exercise in its sole discretion, of either (i) accept the Property "as is" together with all proceeds of insurance, if any, payable as a result of such loss or damage, or (ii) terminate the Agreement, whereupon the duties and obligations of each of the parties hereto (except those that expressly survive termination of this Agreement) shall end, and the Deposit shall be returned to Purchaser.

18. **Brokers.** Purchaser and Seller each warrant to the other that such party has not engaged any broker or agent in regard to this Agreement.

19. **Default by Seller.** If for any reason Seller fails, neglects, refuses or otherwise defaults in the performance of any covenant contained in this Agreement or breaches any representation or warranty contained in this Agreement, Purchaser, in Purchaser's sole discretion shall: (i) terminate this Agreement by delivering written notice to Seller and Escrow Agent, whereupon Escrow Agent shall promptly (within five (5) days) return the Deposit to Purchaser and the parties hereinafter shall be relieved of all further obligations under this Agreement except for those rights, remedies or obligations that in this Agreement specifically survive termination of this Agreement, or (ii) exercise the right to enforce specific performance of this Agreement. . It is expressly agreed that in the event of termination pursuant to this Section 19, the Deposit shall be returned to Purchaser.

20. **Default by Purchaser.** If for any reason Purchaser fails, neglects or refuses to perform its obligation to purchase the Property as required by this Agreement, Seller shall, as its sole and exclusive remedy, receive the Deposit as liquidated damages on account of Purchaser's breach of this Agreement, whereupon both parties shall thereupon be released of all further obligations and liability under this Agreement except those expressly stated to survive termination of this Agreement. The parties agree that, in the event of Purchaser's default in the performance of its obligation to purchase the Property as required by this Agreement, the damage that would be sustained by Seller would be difficult to ascertain, and accordingly, this provision for liquidated damages is fair and reasonable and not in the nature of a penalty. In no event shall Seller have a right or cause of action against Purchaser for specific performance or any damages, except for Seller's right to receive the Deposit as full and complete liquidated damages.

21. **Notice and Cure.** In the event any party breached the terms and provisions of this Agreement, a non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party in writing of the breach and demanded compliance with this Agreement; provided however, that neither party shall be required to give notice and opportunity to cure the default of failing to Close on the date required by this Agreement and may immediately seek remedy for such breach. The party who has breached this Agreement shall remedy its breach within thirty (30) days of receipt of written notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the thirty (30) day period, in which additional time shall be afforded, provided cure is begun within the thirty (30) day period and diligently and continuously thereafter prosecuted to completion, provided that in no event shall such additional time exceed ninety (90) days from the receipt by the defaulting party of written notice of the breach. If a cure is not completed after

notice and within the allowed cure period, a non-defaulting party may declare a breaching party in default and may exercise its remedies as provided in this Agreement.

22. **Notice.** Any notice, request, demand or other communication required or permitted be given under this Agreement shall be in writing, addressed as follows, and delivered prior to 5:00p.m. EST or as otherwise instructed pursuant to notice given under the terms of this Section, and shall be deemed given or delivered (a) when personally delivered, or (b) three (3) days after mailing by deposit with the United States Postal Service, postage prepaid, by certified or registered mail, return receipt requested, or (c) one (1) day after acceptance for delivery by Federal Express or any other nationally recognized overnight delivery service, or (d) upon transmittal by facsimile/telecopy or by e-mail (which may include WORD or PDF attachments) along with confirmed receipt an additional copy sent by U.S. Mail to:

To Seller:

The City of Bradenton
Attn: Rob Perry, City Administrator
101 Old Main Street
Bradenton, Florida 34205
Phone: 941-932-9400
Email: rob.perry@bradentonfl.gov

With a copy to:

Blalock Walters, P.A.
Attn: Scott Rudacille, Esq.
802 11th Street W.
Bradenton, Florida 34205
Phone: 941-748-0100
Fax: 941-745-2093
Email: srudacille@blalockwalters.com

To Purchaser:

PHBGF VENTURES, LLC,
Attn: Marshall Gobuty
Address: 35 Watergate Dr., Suite 806
Sarasota, FL 34236
Phone: 941-323-3013
Email: mg@pearlhomesfl.com

With a copy to:

Hill, Ward & Henderson, P.A.
Attn: Jerilyn Reed
101 E. Kennedy Blvd., Suite 3700
Tampa, FL 33602
Phone: (813) 222-3119
Email: jerilyn.reed@hwlaw.com

With a further copy to:

Barclay Group
Attn: David Ian Coia
Address: 1211 N. Westshore Boulevard, Suite 801
Tampa, FL 33607
Phone: 727-733-7585
Email: icoia@barclaygroup.com

If to Escrow Agent:

Barnes, Walker, Goethe, Perron, Shea & Robinson, PLLC
Attn: Adron H. Walker
3119 Manatee Avenue West,
Bradenton, Florida 34205
Phone: (941) 741-8824
Email: awalker@barneswalker.com

or at such other addresses, or to the attention of such other person or persons designated by Seller or Purchaser by notice given as herein provided.

23. **Miscellaneous.**

(a) **Further Assurances.** The parties hereto, at the time and from time to time at or after Closing, upon request of Purchaser or of the Seller, as the case may be, agree to do, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, authorizations, filings and consents, as may be reasonably required for: (a) the better assigning, transferring, granting, conveying, assuring and confirming unto the Purchaser all of the applicable Seller's right, title and interest in and to the Property to be conveyed hereunder, and (b) the effective consummation of any other transactions referred to in this Agreement.

(b) **Exhibits.** The exhibits referred to in and attached to this Agreement are hereby incorporated in full in this Agreement by this reference.

(c) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the parties hereto.

(d) **Florida Contract.** This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The proper and exclusive venue of any action concerning this Agreement shall be in the Circuit Court in and for Manatee County, Florida.

(e) **Attorneys' Fees and Costs.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, including, without limitation, those incurred before trial, at trial, and during appellate, and bankruptcy proceedings.

(f) **Waiver of Jury Trial.** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS), WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, REGARDLESS OF THE CAUSE OR CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ALLEGED OR THE RELIEF SOUGHT BY ANY PARTY, AND REGARDLESS OF WHETHER SUCH CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ARE BASED ON, OR ARISE OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, OUT OF ANY ALLEGED CONDUCT OR COURSE OF CONDUCT, DEALING OR COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN), OR OTHERWISE. ANY PARTY HERETO MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY.

(g) **Counterparts.** This Agreement may be executed by the parties in multiple counterparts, each of which shall be deemed an original, and all of which together shall have the full force and effect of a fully executed agreement between the parties. Copies of executed agreements and other instruments transmitted by telecopy or e-mail (facsimile or PDF) may be relied upon by the parties hereto.

(h) **Assignment.** This Agreement is not assignable by Purchaser without the prior written consent of Seller, which consent shall be held in Seller's sole and absolute discretion. Notwithstanding the foregoing, and with the prior written consent of Seller (which Seller acknowledges and agrees, by execution of this Agreement, that any such consent is delegated to and may be provided by the City Administrator of Seller and shall not require board approval), which consent shall not be unreasonably withheld, conditioned, or delayed, Purchaser may assign its rights and delegate its duties under this Agreement at any time and from time to time to any subsidiary or affiliate of Purchaser (under common ownership or control of Purchaser) upon written notice to Seller; provided, however, that Purchaser shall not be released by virtue of such assignment from the obligations and duties of Purchaser under this Agreement and assignee shall be bound by all approval and waivers, actual or deemed, by Purchaser prior to the assignment.

(i) **Construction.** The Section headings, captions or abbreviations are used for convenience only and shall not be resorted to for interpretation of this Agreement. Whenever the context so requires, the masculine shall refer to the feminine, the singular shall refer to the plural, and vice versa. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation."

(j) **Severability.** In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(k) **Extension of Time Periods.** In the event that the last day of any period of time on any date specified in this Agreement shall fall on a weekend or legal holiday, such period of time shall be extended through

the end of the next work day following, or the next date during which such governmental offices and banks are open.

(l) **Waiver**. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach.

(m) **Time of the Essence**. Time is of the essence in respect to this Agreement.

(n) **Legal Representation**. Each party to this Agreement has been represented by counsel in the negotiation and drafting of this Agreement and accordingly, no provision of this Agreement shall be construed against a party due to the fact that it or its counsel drafted, dictated or modified a provision of this Agreement.

(o) **Integration**. This Agreement and any incorporated attachments contain all the agreements between Purchaser and Seller and cannot be modified in any manner other than by agreement signed by Purchaser and Seller.

(p) **Survival**. Seller and Purchaser agree that any and all provisions, terms and conditions of this Agreement which require or provide for the performance or liability of either party hereto shall survive the Closing and delivery of the deed unless otherwise stated specifically in this Agreement.

(q) **Force Majeure**. If either Purchaser or Seller is unable to timely fulfill its obligations or satisfy any condition under this Agreement due to the occurrence of a Force Majeure Event (as defined below), then the affected party shall have the right to extend the period for such performance, satisfaction, or other action for a period equal to the period of delay or prevention resulting therefrom, not to exceed an aggregate of ninety (90) days, by providing a written notice to the other party within a reasonable time once the impact of such Force Majeure Event becomes apparent. Notwithstanding the foregoing, the affected party shall use commercially reasonable efforts to mitigate the effects of such Force Majeure Event and shall promptly resume performance once such Force Majeure Event no longer prevents performance. For the avoidance of doubt, the extension option set forth in this paragraph is in addition to and not in lieu of any other extension options set forth in this Agreement. If, at the time a Force Majeure Event occurs, any other condition under this Agreement has not been satisfied and/or Seller has failed to timely fulfill or perform its obligations hereunder (beyond any applicable notice or cure period), and if Purchaser elects to exercise one or more extension options, if any, available to it under such other provisions of this Agreement, Purchaser shall not be deemed to have exercised the extension option under this paragraph. Furthermore, if the Closing Date is properly extended pursuant to another section of this Agreement, Purchaser shall nonetheless retain the right and option to subsequently exercise the extension option provided under this paragraph. For purposes of this Section, a “**Force Majeure Event**” shall mean hurricane, tornado, fire, flood, earthquake, war, military or usurped power, sabotage, terrorist acts, civil commotion or failure of utility services, epidemics or pandemics, other casualty, or acts of God beyond the reasonable control of the party obliged to perform, and which reasonably prevents the party seeking relief from being able to perform their obligations under this Agreement; provided, however, the parties hereto agree that the term “Force Majeure Event” shall not apply to any obligation on the part of Purchaser to make any timely deposit hereunder.

The parties hereto have set their hands and seals as of the day and year set forth below their respective signatures.

PURCHASER:

PHBGF VENTURES LLC,
a Florida limited liability company

By: PEARL HOMES HOLDINGS, LLC, a
Delaware limited liability company, its Member

By: _____
Marshall S. Gobuty, as Manager
Date of Execution: _____

By: BG FRAMEWORK, LLC, a Florida limited
liability company, its Member

By: Framework Development, LLC, a
Florida limited liability company, as
Manager

By: _____
Phillip A. Smith, as Manager
Date of Execution: _____

SELLER:

THE CITY OF BRADENTON,
a Florida municipal corporation

By: _____
Print Name: Gene Brown
Title: Mayor

Date of Execution: February 25, 2026

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

Parcel 1 being Parcel Identification Nos. 3365800109 & 3365800159:

That part of the following property lying within the 14th Street Community Redevelopment Agency of the City of Bradenton: Lots 1, 2, 3, 4, 5, & 17, less the east 25 feet of Lot 17, Block D, Ballard's Addition, as per Plat thereof recorded in the Public Records of Manatee County, Florida, together with: a parcel of land bounded on the west by Lot 1, Block D, Ballard's Addition, bounded on the east by the west right-of-way line of 14th Street West, bounded on the north by the south right-of-way line of 8th Avenue Drive West, and bounded on the south by the north right-of-way line of 9th Avenue West, Bradenton, Manatee County, Florida.

Parcel 2 being Parcel Identification No. 4375700004:

Unnumbered lot north of Lot 7, J.A. Betts Subdivision, as per plat thereof recorded in Plat Book 2, Page 87, of the Public Records of Manatee County, Florida, and further described in O.R. Book 186, Page 305, of the Public Records, Manatee County, Florida.

The parties agree to revise the legal descriptions of the above-referenced parcels as jointly determined by the title insurance company insuring the title to the parcels and the surveyor who surveys the parcels.

EXHIBIT "B"

ESCROW CONDITIONS

1. If Closing takes place under this Agreement, then Escrow Agent shall deliver and pay over the Deposit as directed in this Agreement. If this Agreement is terminated or does not close in accordance with the terms hereof, then Escrow Agent shall deliver the Deposit as directed in this Agreement.

2. Upon receipt of any written demand from either Purchaser or Seller claiming the Deposit, Escrow Agent shall promptly give notice with a copy of the demanding party's demand to the non-demanding party. Unless the non-demanding party delivers notice to Escrow Agent objecting to such disbursement within ten (10) business days of such party's receipt of Escrow Agent's notice, Escrow Agent shall deliver the Deposit to the party demanding the same and Escrow Agent shall be fully released and discharged from any further obligations hereunder. In the event the non-demanding party timely files an objection, Escrow Agent shall hold the Deposit in escrow, subject to the terms of Section 3 below.

3. Escrow Agent is acting as a stakeholder only with respect to the Deposit. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit or as to whom the Deposit is to be delivered, Escrow Agent shall refuse to make any delivery, and shall continue to hold the Deposit in escrow until receipt by Escrow Agent of an authorization in writing, signed by Seller and Purchaser, directing the delivery of the Deposit. In the absence of such authorization, Escrow Agent shall hold the Deposit until a final determination of the rights of the parties in an appropriate judicial proceeding. If such written authorization is not given, or a proceeding for such determination is not begun, within thirty (30) days of the last day for a Closing, then Escrow Agent may commence a proceeding to deposit the Deposit in a court of competent jurisdiction pending such determination. The party determined not to be entitled to the Deposit shall reimburse Escrow Agent for all costs and expenses of such proceeding, including, without limitation, reasonable attorneys' fees and expenses, incurred by Escrow Agent. Upon delivery of the Deposit in any of the manners herein provided, Escrow Agent shall have no further liability or obligation hereunder.

4. In the event of a conflict between the terms of this Exhibit "B" and the terms of the main text of this Agreement, the terms of the main text shall control.

Escrow Agent executes this Exhibit "B" for the purpose of agreeing to comply with this Exhibit "B" receiving the benefits pursuant to this Exhibit "B". Escrow Agent's failure to execute this Exhibit "B" shall not otherwise affect the validity of this Agreement. Escrow Agent may execute this Exhibit "B" after the time the Deposit is received by Escrow Agent. Amendments to the Agreement shall not require Escrow Agent's signature to be enforceable.

Executed by Escrow Agent as of the _____ day of _____, 2026.

ESCROW AGENT:

BARNES, WALKER, GOETHE, PERRON, SHEA
& ROBINSON, PLLC

By: _____
Print Name: _____
Title: _____

Summary Report	
Title	compareDocs Comparison Results
Date & Time	2/16/2026 1:07:33 PM
Comparison Time	1.79 seconds
compareDocs version	v5.1.600.2

Sources	
Original Document	Purchase Agreement - Met IV.DOCX
Modified Document	Purchase and Sale Agreement Met IV BW 2.16(5490955.1).docx

Comparison Statistics	
Insertions	18
Deletions	16
Changes	11
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	45

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves / Moves</u>	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Comments	Word	False
Include Field Codes	Word	True
Flatten Field Codes	Word	False
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print