

AGENDA ITEM 7a

**Meeting Minutes
Floresville City Council
Regular Meeting July 8, 2026, 6:00 PM
Floresville City Hall Council Chambers
1120 D Street, Floresville, Texas 78114**

Special Note: A quorum of City Council members will be present in the council chambers while others will attend the meeting via videoconferencing.

1. Call Meeting to Order

Mayor Morales Cantu called the meeting to order at 6:00 PM

2. Establish Quorum

Mayor Morales Cantu presided over Council Member Dora Cantu, Mario Morones, Frances Flores, Felix Cantu and Jake Lamberth joined by zoom.

3. Invocation

Mayor Morales Cantu

4. Recite U.S. Pledge of Allegiance & Texas Pledge

Pledges recited

5. Public Comments

Avianna Jaramillo

6. Public Hearing

Council Member Frances Flores made a motion to open a Public Hearing at 6:07 p.m. Council Member Felix Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion 5-0			

Council Member Frances Flores made a motion to close a Public Hearing at 6:08 p.m. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
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Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

7. Public Hearing

Council Member Frances Flores made a motion to open the Public Hearing at 6:09 p.m. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

Council Member Frances Flores made a motion to close the Public Hearing at 6:11 p.m. Council Member Felix Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

8. Consent Agenda

- a. Consideration, discussion, and possible action to approve meeting minutes for May 28, 2026.

Council Member Felix Cantu made a motion to approve. Council Member Dora Cantu seconded the motion. Motion passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu Mario Morones Jake Lamberth Frances Flores	None	None	

Felix Cantu			
Motion 5/0			

- b. Consideration, discussion, and possible action to approve meeting minutes for June 25, 2026.

Council Member Frances Flores made a motion to approve. Council Member Felix Cantu seconded the motion. Motion passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu Mario Morones Jake Lamberth Frances Flores Felix Cantu	None	None	
Motion 5/0			

9. Presentation/Discussion

None

10. New Business

- a. Consideration, discussion, and possible action to approve the temporary closure of 3rd Street on July 13, from 7:30 a.m. to 9:30 a.m., for an AACOG event.

Citizen Comment:None

Council Member Felix Cantu made a motion to approve. Council Member Frances Flores seconded the motion. Motion passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5/0			

- b. Consideration, discussion and possible action to adopt Resolution #2026-016 authorizing the submission of a Texas Parks & Wildlife Local Park Grant Program application and Mayor to execute related certifications and

assurances.

Citizen Comment:None

Council Member Frances Flores made a motion to approve. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- c. Consideration, discussion, and possible action to approve the Children's Alliance funds request of \$8,000.

Citizen Comment: Avianna Jaramillo

Council Member Frances Flores made a motion to approve. Council Member Felix Cantu seconded the motion. Motion passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- d. Consideration, discussion and possible action to approve Ordinance #2026-022- Manufactured Home Ordinance

Citizen Comment:None

Council Member Felix Cantu made a motion to approve. Council Member Frances Flores seconded the motion. Motion passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	

Motion Passed 5-0

- e. Consideration, discussion, and possible action to approve BuyBoard Quote No. B585900 from Ferguson Waterworks for the purchase of fire hydrants in an amount not to exceed \$96,000.00
Citizen Comment:None

Council Member Dora Cantu made a motion to approve. Council Member Frances Flores seconded the motion. Motion passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- f. Consideration, discussion, and possible action on reconsideration of Agenda Item 7n from June 25, 2026, Regular Council Meeting; Consideration, discussion, and possible action to appoint one new member to the Floresville Economic Development Board; to include any re-appointment of current members, appointment to fill vacancies and/or replace existing members.
Citizen Comments:None

Council Member Frances Flores made a motion for reconsideration of her vote for the appointment of Daniel Tejada to the FEDC Board. Council Member Dora Cantu seconded the motion. Motion Passed 3-2

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Frances Flores, Felix Cantu	Mario Morones, Jake Lamberth	None	
Motion Passed 3-2			

Council Member Frances Flores made a motion NOT to appoint Daniel Tejada to the FEDC. Council Member Dora Cantu seconded the motion. Motion Passed 3-2

Yes Names	No Names	Abstain Names	Absent
Dora Cantu,	Mario Morones,	None	

Frances Flores, Felix Cantu	Jake Lamberth		
Motion Passed 3-2			

- g. Consideration, discussion, and possible action to appoint one new member to the Floresville Economic Development Board; to include any re-appointment of current members, appointment to fill vacancies and/or replace existing members.
Citizen Comment:None

NO ACTION

11. Executive Session

Council Member Mario Morones made a motion to enter into Executive Session at 6:55 p.m., Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

Council Member Felix Cantu made a motion to return from Executive Session at 7:38 p.m., Council Member Frances Flores seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- a. The City Council will meet in closed session pursuant to Texas Government Code Section 551.071 for purposes of consulting with attorneys.
1. Law Enforcement change order No. 1

Council Member Dora Cantu made a motion to approve in accordance with what was discussed in the Executive Session. Council Member Frances Flores seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- b. The City Council will meet in closed session pursuant to Texas Government Code Section 551.074 deliberating about personnel matters.

1. City Manager
NO ACTION

12. Adjourn

07:41 PM

Gloria Morales Cantu - Mayor

Attest:

Evelyn Garcia - City Secretary

AGENDA ITEM 7b

**Meeting Minutes
Floresville City Council
Regular Meeting July 22, 2026, 6:00 PM
Floresville City Hall Council Chambers
1120 D Street, Floresville, Texas 78114**

Special Note: A quorum of City Council members will be present in the council chambers while others may attend the meeting via videoconferencing.

1. Call Meeting to Order

Mayor Morales Cantu called the meeting to order at 6:00 PM

2. Establish Quorum

Mayor Morales Cantu presided over Council Member Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu.

3. Invocation

Mayor Morales Cantu

4. Recite U.S. Pledge of Allegiance & Texas Pledge

Pledges recited

5. Public Comments

Avianna Jaramillo
Jessica Rodriguez-Green
Juan Diaz
Robert McCain
Melissa Lopez

6. Consent Agenda

- a. Consideration, discussion and possible action to approve meeting minutes for **July 8, 2026**.
Comment:None

Council Member Frances Flores made a motion to table minutes until the next council meeting on August 12, 2026. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth,	None	None	

Frances Flores, Felix Cantu			
Motion Passed 5-0			

7. New Business

- a. Consideration, discussion, and possible action to approve Proclamation 2026-019 Marco Martinez
Citizen Comment:None

Council Member Frances Flores made a motion to table until the next council meeting on August 12, 2026. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- b. Consideration, discussion, and possible action to approve a street closure (Starting on 8th Street & A Street and ending in front of City Hall) for a Prayer Walk on August 8, 2026, from 8 a.m. till 11 a.m.
Citizen Comment:None

Council Member Frances Flores made a motion to table until the next council meeting on August 12, 2026. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- c. Consideration, discussion and possible action to approve the Wilson County Senior Meals Program's request to use the Beer Warehouse facility at no cost from July 28–30, 2026.

Citizen Comment:None

Council Member Frances Flores made a motion to Approve. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- d. Consideration, discussion, and possible action to File and Accept the 2024/2025 City of Floresville Audit Report
Citizen Comment:None

Council Member Jake Lamberth made a motion to accept the 2024/2025 City of Floresville Audit Report. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- e. Consideration, discussion, and possible action to accept the City of Floresville Hotel Occupancy Tax (HOT) Reimbursement Policy
Citizen Comment:None

Council Member Frances Flores made a motion to Accept the City of Floresville Hotel Occupancy Tax. Council Member Felix Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores,	None	None	

Felix Cantu			
Motion Passed 5-0			

- f. Consideration, discussion, and possible action to approve Southern Trenchless BuyBoard #730-24 Quote in the amount of \$272,569.00 and authorize the City Manager to execute all related documents.
Citizen Comment:None

Council Member Frances Flores made a motion to Approve. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- g. Consideration, discussion, and possible action to approve a contract for services with Maguire Water for the city of Floresville Hospital Sphere-250MG proposal cost in the amount of \$130,266.00 and authorize the City Manager to execute all related documents.
Citizen Comments:None

Council Member Frances Flores made a motion to table until the next council meeting on August 12, 2026. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- h. Consideration, discussion, and possible action to appoint three (3) new members to the 4A Board; to include any re-appointment of current members, appointment to fill vacancies and/or replace existing members.
Citizen Comment:None

Council Member Mario Morones made a motion to table until the next council meeting on August 12, 2026. Council Member Jake Lamberth seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- i. Consideration, discussion, and possible action to approve the Community Tool Shed Program
Citizen Comment:None

Council Member Dora Cantu made a motion to Approve. Council Member Jake Lamberth seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- j. Consideration, discussion, and possible action to approve authorization to issue requests for proposals for administrative services (RFP) and requests for qualifications for engineering services (RFQ) for application preparation, submission, and implementation services for Community Development Block Grant for Mitigation (CDBG-MIT) - Mitigation Reallocation Program (MRP) funds as administered by the Texas General Land Office (GLO).
Citizen Comments:None

Council Member Frances Flores made a motion to Approve. Council Member Dora Cantu seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth,	None	None	

Frances Flores, Felix Cantu			
Motion Passed 5-0			

- k. Consideration, discussion and possible action to approve authorization to issue requests for proposal for administrative services (RFP) and requests for qualifications for engineering services (RFQ) for grant community application and implementation services for Texas Community Development Grant Program for FY2027 and/or FY2028 Community Development Fund as administered by the Texas Department of Agriculture.
Citizen Comment:None

Council Member Dora Cantu made a motion to Approve. Council Member Frances Flores seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- l. Consideration, discussion, and possible action to approve two (2) new members to the Floresville Economic Development Board; to include any re-appointment of current members, appointment to fill vacancies and/or replace existing members.
Citizen Comment:None

Council Member Jake Lamberth made a motion to table until the next council meeting on August 12, 2026. Council Member Mario Morones seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- m. Consideration, discussion, and possible action to receive the City Manager's

State of the City operational report.
Citizen Comment:None

NO ACTION

- n. Consideration, discussion and possible action on the State of the City, including reports, concerns, observations, and updates related to the City administration and management; department operations, performance, staffing, recruitment, and employee retention; budget priorities, financial condition, expenditures, and long-term fiscal planning; infrastructure, utilities, streets, drainage, parks, and capital improvement projects; economic development, business climate, permitting, and community growth; public safety, emergency services, and code enforcement; transparency, governance, ethics, compliance with applicable laws, city policies, and the City Charter; board, commission, and committee operations; citizen engagement, public communication, and responsiveness to residents; any other matters reasonably related to the overall condition, operations, and future direction of the City.
Citizen Comment:None

NO ACTION

8. Executive Session

Council Member Frances Flores made a motion to enter into Executive Session at 6:04 p.m. Council Member Felix Cantu seconded the motion. Motion Passed 4-1

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Jake Lamberth, Frances Flores, Felix Cantu	Mario Morones	None	
Motion Passed 4-1			

Council Member Frances Flores made a motion to come back from Executive Session at 7:06 p.m. Council Member Jake Lamberth seconded the motion. Motion Passed 5-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Mario Morones, Jake Lamberth, Frances Flores, Felix Cantu	None	None	
Motion Passed 5-0			

- a. **The City Council will meet in closed session pursuant to Sections 551.071, 551.072 and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel to deliberate about real property as follows:**
 - 1. Project Ladder: Seguin Branch easement access
NO ACTION
 - 2. Project Balloon Economic Development Acquisition
NO ACTION
 - 3. Easement — Maintain and Drainage
NO ACTION
- b. The City Council will meet in closed session pursuant to Sections 551.071, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel as follows:
 - 1. City Council Rules of Conduct and Procedure
NO ACTION
 - 2. Manufactured Home at 236 Business Loop 181 N
NO ACTION
 - 3. Avianna Jaramillo grievance
NO ACTION
 - 4. City administration and management
NO ACTION
 - 5. Department operations, performance, staffing, recruitment, and employee retention
NO ACTION
- c. The City Council will meet in closed session pursuant to Sections 551.071, 551.074 and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel to deliberate about personnel matters as follows:
 - 1. City Manager evaluation.
NO ACTION

9. Adjourn

9:08 p.m.

Attest:

Gloria Morales Cantu - Mayor

Evelyn Garcia - City Secretary

AGENDA ITEM 7c

**Meeting Minutes
Floresville City Council
Special Meeting July 27, 2026, 6:00 PM
Floresville City Hall Council Chambers
1120 D Street, Floresville, Texas 78114**

Special Note: Some City Council members will be present in the council chambers while others may attend the meeting via videoconferencing.

1. Call Meeting to Order

Mayor Morales Cantu called the meeting to order at 6:00 PM

2. Invocation

Mayor Morales Cantu

3. Recite U.S. Pledge of Allegiance & Texas Pledge

Pledges recited

4. Establish Quorum

Mayor Morales Cantu presided over Council Member Dora Cantu, Jake Lamberth, Frances Flores and Felix Cantu. Council Member Mario Morones absent.

5. Public Comments

None

6. New Business

- a. Consideration, discussion, and possible action to approve Task Order No. 001 between the City of Floresville and Halff Associates, Inc. for professional services related to the City of Floresville Capital Improvement Program (Water, Wastewater, and Drainage), and authorize the City Manager to execute the agreement

Citizen Comment:None

Council Member Jake Lamberth made a motion to approve. Council Member Frances Flores seconded the motion. Motion Passed 4-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Jake Lamberth, Frances Flores, Felix Cantu	None	None	Mario Morones

Motion Passed 4-0

- b. Consideration, discussion, and possible action to approve Task Order No. 003 between the City of Floresville and Halff Associates, Inc. for professional services related to the Lauro G. Leon Floresville Events Center Remodel, and authorize the City Manager to execute the agreement.
Citizen Comment:None

Council Member Felix Cantu made a motion to Approve. Council Member Frances Flores seconded the motion. Motion Passed 4-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Jake Lamberth, Frances Flores, Felix Cantu	None	None	Mario Morones
Motion Passed 4-0			

- c. Consideration, discussion, and possible action to approve Resolution 2026-015 adopting the City of Floresville Water Conservation Plan to comply with Texas Commission on Environmental Quality (TCEQ) requirements and authorizing the City Manager to implement and administer the Plan.
Citizen Comment:None

Council Member Felix Cantu made a motion to Approve. Council Member Frances Flores seconded the motion. Motion Passed 4-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Jake Lamberth, Frances Flores, Felix Cantu	None	None	Mario Morones
Motion Passed 4-0			

- d. Consideration, discussion, and possible action to approve Resolution 2026-016 authorizing the submission of an application to the Texas Water Development Board (TWDB) Water Supply and Infrastructure Grant (WSIG) Program, confirming the City's financial capacity to complete the proposed project if awarded, and authorizing the City Manager to execute all necessary applications and related documents.
Citizen Comment:None

Council Member Frances Flores made a motion to Approve. Council Member Dora Cantu seconded the motion. Motion Passed 4-0

Yes Names	No Names	Abstain Names	Absent
Dora Cantu, Jake Lamberth, Frances Flores, Felix Cantu	None	None	Mario Morones
Motion Passed 4-0			

7. Adjourn

6:30 p.m.

Gloria Morales Cantu - Mayor

Attest:

Evelyn Garcia - City Secretary

AGENDA ITEM 8a



PROCLAMATION #2026-019

WHEREAS, Marco Martinez has demonstrated exceptional talent and dedication as an accordion player, proudly representing the City of Floresville through his passion for music and the rich traditions of our community; and

WHEREAS, his performances have brought joy and entertainment to residents and visitors alike, showcasing the cultural heritage and musical spirit that make Floresville unique; and

WHEREAS, Marco's commitment, hard work, and love for music serves as an inspiration to young musicians and reflects positively on our city; and

WHEREAS, the City of Floresville recognizes and appreciates Marco for his outstanding contributions and for representing our community with pride and excellence;

NOW, THEREFORE, I, **Gloria Morales Cantu**, Mayor of the City of Floresville, Texas hereby recognizes and honor Marco Martinez for his musical achievements and his dedication to preserving and sharing the tradition of accordion music.

IN WITNESS WHEREOF, we hereby set our hands and cause the Seal of the City of Floresville to be affixed this 22 day of July 2026.

Gloria Morale Cantu – Mayor

Attest:

Evelyn Garcia – City Secretary

AGENDA ITEM 8b



Outlook

Fw: Prayer Walk changes

From City Manager <citymanager@floresvilletx.gov>

Date Tue 7/21/2026 5:53 PM

To Evelyn Garcia <citysecretary@floresvilletx.gov>

See changes to request below.

Get [Outlook for iOS](#)

From: Walter Brooks <walter.l.brooks1@gmail.com>

Sent: Tuesday, 21 July 2026 17:51:48

To: City Manager <citymanager@floresvilletx.gov>

Cc: Frances Flores <councilplace4@floresvilletx.gov>

Subject: Prayer Walk changes

Good evening,

First of all thank you all for your hard work and dedication to our city. After putting some thought into the prayer walk, I thought it would be a great idea to postpone it for a few months to get some cooler weather. Also make some changes on how conduct it as well for those who are not able to get around as well and still would like to be a part of it.

So I would like the prayer it to be on September 12 @8 pm. We will all meet at the city hall and break up in to 4 teams. Each team will responsible for that particular side. On 4th St a team will be responsible for B St to E St. On B St a team will be responsible for 4th St. On 2nd St a team will be responsible for B St and E St. On E St, a team will responsible for 2nd St to 4th.

There will be prayer points handed out and they would pray those prayer points. Once they are done, we will come back to the city hall where I will make declarations and pray over the city hall grounds. If there are people who want person prayer minister and pastors will be available for service.

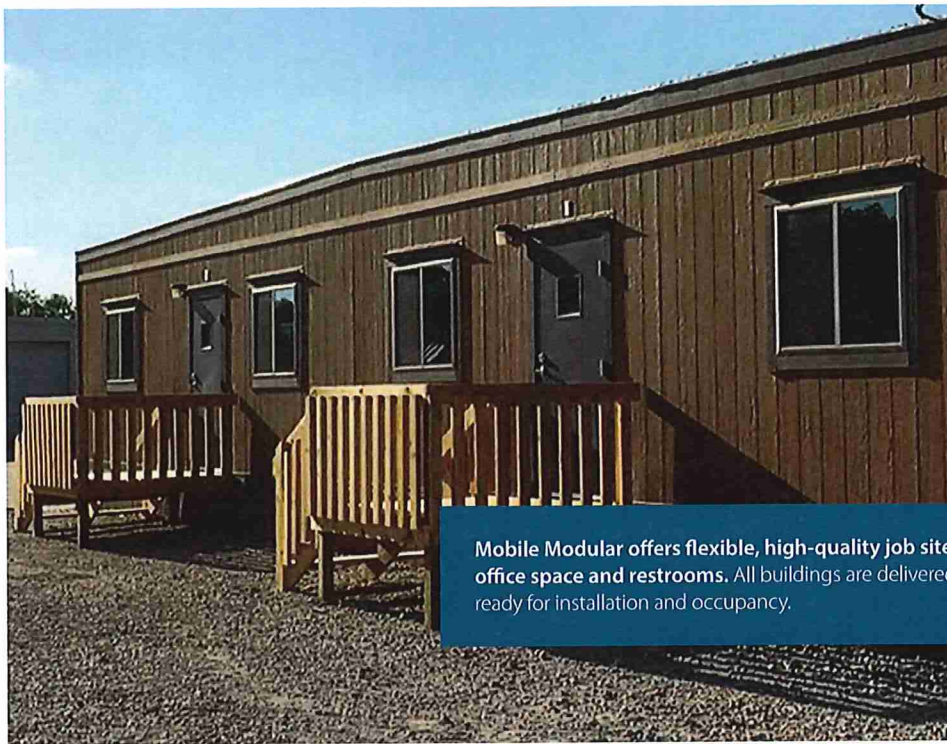
If you have any questions, feel free to reach out or ask me any questions at the city all meeting tomorrow. God bless and see you all tomorrow if the Lord says the same.

-Minister Walter Lllamar Brooks

AGENDA ITEM 8c

MOBILE MODULAR JOB SITE BUILDINGS

Construction Buildings for Temporary Needs



Mobile Modular offers flexible, high-quality job site buildings, temporary office space and restrooms. All buildings are delivered directly to your job site ready for installation and occupancy.



Available for Rent, Lease or Purchase

Mobile Modular provides the modular job site space that today's construction crews depend on. With a broad selection of commercial buildings, you can choose from several sizes and configurations. If your modular office requires a unique floorplan, we're ready to design a custom plan to suit your needs.

Interior Features

- Vinyl interior walls
- 4" vinyl cove base and vinyl tile floor
- 2'x 4'T-grid suspended ceilings
- 8' ceiling height
- Deadbolt locks

Exterior Features

- Durable wood siding
- Vinyl clad metal exterior doors
- 46" x 39" dual insulated LOW E windows with sliders
- 3' or 4' tow bar

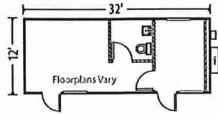
800.944.3442 • mobilemodular.com

2849 E. Main Street Grand Prairie, TX 75050 | 4445 E Sam Houston Parkway South Pasadena, TX 77505

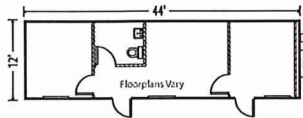


JOB SITE BUILDINGS

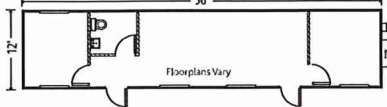
12' x 32' Building* – Item 1301



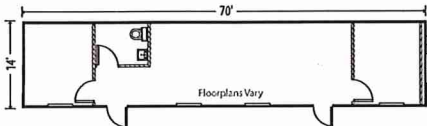
12' x 44' Building w/ Restroom* – Item 1312



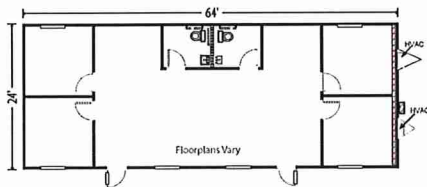
12' x 56' Building w/ Restroom* – Item 1315



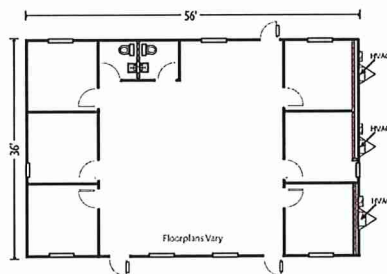
14' x 70' Building w/ Restroom* – Item 1333



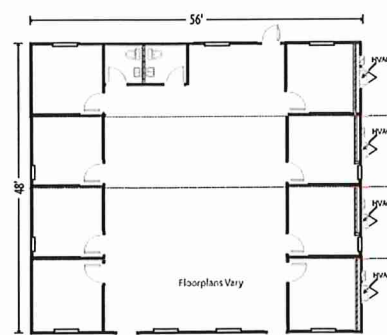
24' x 64' Building w/ Restroom* – Item 1949



36' x 56' Building w/ Restroom* – Item 1742



48' x 56' Building w/ Restroom* – Item 1743



Electrical Features

- Recessed, fluorescent lighting
- 100-150 Amp, 220V single phase panel box
- Exterior lighting with independent switch
- Duplex receptacles along interior walls

Heating & Air Conditioning

- Exterior mounted HVAC system
- Ceiling, exterior wall and subfloor insulation
- Programmable electronic thermostat

Options

- Custom, flexible floorplans
- Plan tables
- Security bars and screens
- Stair rentals
- Restrooms and showers
- Gutters and downspouts
- Custom paint
- Skirting
- Custom carpet or flooring
- Custom cabinetry/furniture
- ADA handicap-accessible ramp
- Low voltage data/voice drops
- Mini-blinds

*All dimensions are nominal. Unless noted, equipment and related furnishing, finishes, accessories and appliances provided are previously leased. Materials, dimensions and specifications vary.

Fixture count, floorplans and available sizes may vary by region. Please contact your modular building expert for further information. Specifications are subject to change without notice.

800.944.3442 • mobilemodular.com

2849 E. Main Street Grand Prairie, TX 75050 | 4445 E Sam Houston Parkway South Pasadena, TX 77505





NADLER
MODULAR

Modular Proposal For:

City of Floresville
David Painter

July 31, 2026

+888 329 6600
info@nadlermodular.com
www.nadlermodular.com
400 Rella Blvd. Suite 110, Suffern, NY 10901



400 Rella Blvd
Suite 110
Suffern, NY 10901
Contact: Mark Williams
C: 281-733-2322
E: mark.williams@nadlermodular.com

City of Floresville
Floresville TX
PO# _____

Purchase Quote

QUANTITY	DESCRIPTION		AMOUNT
1	NEW 14x74 Modular Office- 3 RR (Custom Floorplan)		\$131,900.00
2	OSHA Canopy Step		\$4,400.00
1	Delivery		\$16,000.00
1	Set & Seam - ABS Pads - New Building Installation Scope Includes translift		\$3,800.00
8	Install Cross Drive Anchors Included in set cost		
1	Vinyl Skirting Installation		\$2,200.00
	TOTAL FOR (1) 14x74 Modular Office Custom Design		\$158,300.00

THIS PROPOSAL DOES NOT INCLUDE TAXES





Total Project

For (1) 14x74 Modular Office: **\$158,300.00**

THIS PROPOSAL DOES NOT INCLUDE TAXES

Customer Approval

Deliver to: _____Floresville TX

Date	Customer Approval: Sign Below	Job Number
Site Contact:		
AP Email:		

Pricing Valid for 30 Days





Technical Clarifications

Nadler Modular assumes no responsibility for the ground surface where the modular building is to be located including, but not limited to, soil bearing capacity, materials, workmanship, or the suitability thereof. This proposal is based on all surface work (if applicable) being completed, accessible, level, and acceptable for all intended building loads and free of obstructions prior to delivery.

This proposal is based on:

- ☐ An assumed soil bearing capacity of 2,500psf at 42 inches below grade.
- ☐ A staging area located adjacent to the work site, if required.
- ☐ Suitable and acceptable truck access to the site for the module sizes to be provided.
- ☐ Multiple sanitary sewer, potable water, and electrical mateline connections as well as drops through floor, all utility connections to these drops and extensions finished and installed by others. All utility connections and manifolded by others.
- ☐ Phone jacks, lines and system to be provided and installed by others.
- ☐ No dewatering of subsurface water.
- ☐ All underground obstructions within the proposed building envelope to be located and marked and preserved above grade by others. This can be completed by calling JULIE/ONE CALL or submitting an online eRequest.
- ☐ Level grade +/- 6" within the proposed building envelope and sufficient clearance on each side of the building to allow access for the set-up crew.
- ☐ Placement of modular buildings to be accomplished by the use of an over-the-road truck, if placement cannot be achieved with truck and translift or Crane is required, this service will be billed as extra via change order.
- ☐ Set is based on Standard Single Dry Stack Piers on top of ABS Pads – Anything specific required by municipality can be provided at additional cost.
- ☐ No Breezeway, no canopies, no decks will be supplied.
- ☐ Storm water management/ erosion and sedimentation control by others.
- ☐ All site plans/ drawings by others. Any other drawings and/ or tests required for approval are to be supplied by others. Customer responsible for site plan and building placement on site.





- ☐ Proposed building does not include exterior fire rated assemblies or interior sprinkler system.
- ☐ Wheels and axles to remain on modules, or if required by site conditions, removed and stored under modules. Hitches will remain on building.
- ☐ Vinyl Skirting quoted – Any additional requirements like insulated skirting or other material can be provided at additional cost
- ☐ The customer obtaining and paying for all necessary permits, fees, licenses and certificate of occupancy with the exception of transportation.
- ☐ No sprinkler system, fire alarm system, security system, PA system, phone system, internet connections, window treatments, etc. All devices of this kind to be supplied and installed by others. All systems of this type are to be supplied by others and may need to be surface mounted.
- ☐ Site conditions are the responsibility of the customer. Site must be clear, accessible, level, and able to support all intended building loads. Nadler reserves the right to adjust installation costs due to site conditions that increase the amount of material or labor needed to perform the installation.
- ☐ No 3rd party site supervision. If 3rd party site supervision is required, Nadler Modular can provide at an extra cost.
- ☐ Proposed unit being provided from Nadler Modular's "available stock". Therefore, Nadler Modular will not be providing shop drawings for this "available" unit. All drawings required are to be provided by others.
- ☐ The use of standard modular building delivery and set-up labor. Labor provided is as Non- UNION labor rate.
- ☐ Customer to Provide Dumpster for Nadler Modular Debris. SS to clean SS debris only. This applies to complexes only
- ☐ Building being supplied per the attached in-fleet modular building floor plan only.
- ☐ Proposal does not include time for any safety classes or badging that might be required. Will be billed at additional expense
- ☐ If required to provide a Man Lift, it will be billed as an additional cost.
- ☐ Window blinds are included.
- ☐ FINAL CLEAN AND WAX is responsibility of customer. The reason – after the building is set, other trades will be in and out of the trailer and we cannot be responsible for their debris.

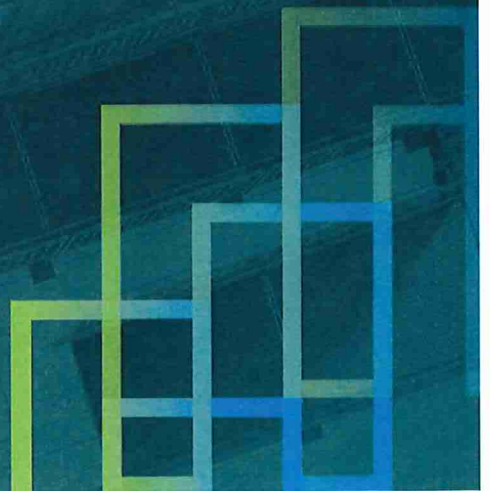
NOTE: "Others" denotes not by Nadler Modular, or its agents, employees and/ or subcontractors





NADLER
MODULAR

☎ +888 329 6600
✉ info@nadlermodular.com
🌐 www.nadlermodular.com
📍 400 Rella Blvd. Suite 110, Suffern, NY 10901





a Division of McGrath RentCorp
Corporate Headquarters
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Sale Quotation and Agreement

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Buyer Name and Billing Address	Site Information	Seller Name
City Of Floresville ("Buyer") 1120 D Street Floresville, TX 78114 DAVID INOUE Phone #: (830) 581-8042	DAVID INOUE 1120 D Street Floresville, TX 78114 Cell: (830) 581-8042	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") Questions? Contact: Ashley Puerto ashley.puerto@mobilemodular.com Direct Phone: 1 (713) 378-8516

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 14x70 TX (Item1333W) (2 Offices with Restroom.Size excludes 4' towbar.) (USED BID #66128)	1		\$72,876.00	N
Steps, Adjustable (optional)	2	\$700.00	\$1,400.00	N
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 14x70 TX (Item1333W) (2 Offices with Restroom.Size excludes 4' towbar.) (USED BID #66128)				
Delivery	1	\$4,235.00	\$4,235.00	N
Block and Level Building	1	\$2,500.00	\$2,500.00	N
Essential Material Handling Fee	1	\$75.00	\$75.00	N
Delivery Haulage Fuel	1	\$105.00	\$105.00	N
Skirting, Install	168	\$28.00	\$4,704.00	N
Total Estimated Charges			Subtotal	\$85,895.00
			Taxes	\$0.00
			Total Charges (including tax)	\$85,895.00

Special Notes
BUYBOARD: Please include the following verbiage on your Purchase Order: "The terms of the PO are governed by BuyBoard contract number 732-24". Flooring (VCT): This building ships standard with used VCT in good condition. VCT may have some discoloration or wear. New VCT is available for an additional charge. ABS Pads in Lieu of Poured Footers: Modular building to be installed on ABS pads instead of poured footers. Credit Application: Credit application, along with security deposits and initial bill, may be required. Customer Dumpster Responsibility: Customer is responsible for supplying a dumpster for debris removal for the installation and/or dismantling of the modular building(s). General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included. Keyed Alike Door Hardware: All door and cabinet hardware comes standard with an independent/different key for each lockset. Hardware/locksets with a master Key, Keyed alike, construction core, primus core, etc. is not included.



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Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agreement and/or credit approval.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Skirting Finish Floor Height: Skirting prices are based on 32" Finished Floor Height.

Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are provided by and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the classroom on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Delivery Date: Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

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.



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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 Floresville

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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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



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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.



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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 avoidance 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-632059
Date of Quote	07/31/2026
Quote Expiration Date:	08/30/2026
Estimate Del Date	09/30/2026
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

David Inouye

From: David Inouye
Sent: Monday, August 3, 2026 8:09 AM
To: Cynthia Sturm
Cc: City Manager
Subject: FW: Sale Quote- 14x70
Attachments: City Of Floresville_MM_Quote and Agreement - Sale_Q-632059.pdf

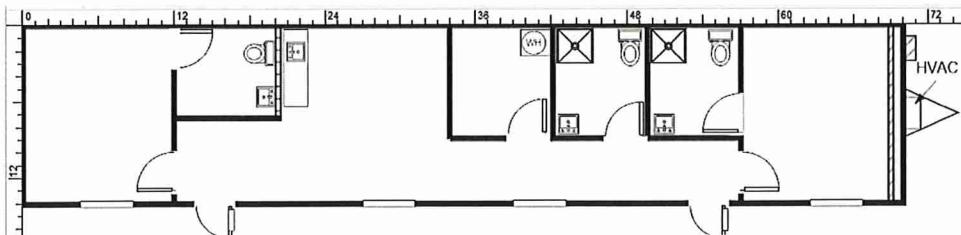
Follow Up Flag: Follow up
Flag Status: Flagged

From: David Painter <dpainter@floresvilletx.gov>
Sent: Friday, July 31, 2026 1:56 PM
To: David Inouye <David.Inouye@floresvilletx.gov>
Subject: Fw: Sale Quote- 14x70

From: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Sent: Friday, July 31, 2026 10:23 AM
To: David Painter <dpainter@floresvilletx.gov>
Subject: Sale Quote- 14x70

David,

I have attached the sales quote for the purchase of a used building, including the modifications listed below. Please let me know if you have any questions.



Regards,
Ashley

From: Ashley Puerto
Sent: Thursday, July 30, 2026 1:49 PM
To: 'David Painter' <dpainter@floresvilletx.gov>
Subject: RE: Rough lay-out

David,

I have attached the lease quote, which includes the cost of all building modifications.

I will begin working on the sales quote now and will send it to you as soon as it is ready.

Please let me know if you have any questions.

Best,
Ashley

From: David Painter <dpainter@floresvilletx.gov>
Sent: Thursday, July 30, 2026 11:10 AM
To: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Subject: Re: Rough lay-out



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12 would be fine

From: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Sent: Thursday, July 30, 2026 10:54 AM
To: David Painter <dpainter@floresvilletx.gov>
Subject: RE: Rough lay-out

Should I start with 6 months or 12 months?

From: David Painter <dpainter@floresvilletx.gov>
Sent: Thursday, July 30, 2026 10:50 AM
To: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Subject: Re: Rough lay-out



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Yes both please and I guess the minimum lease time I'm not sure how long they would like to lease for if that is the route they go

From: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Sent: Thursday, July 30, 2026 10:48 AM
To: David Painter <dpainter@floresvilletx.gov>
Subject: RE: Rough lay-out

Would you like a lease and purchase price?
How long would the lease be?

From: David Painter <dpainter@floresvilletx.gov>
Sent: Thursday, July 30, 2026 10:46 AM

To: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Subject: Re: Rough lay-out

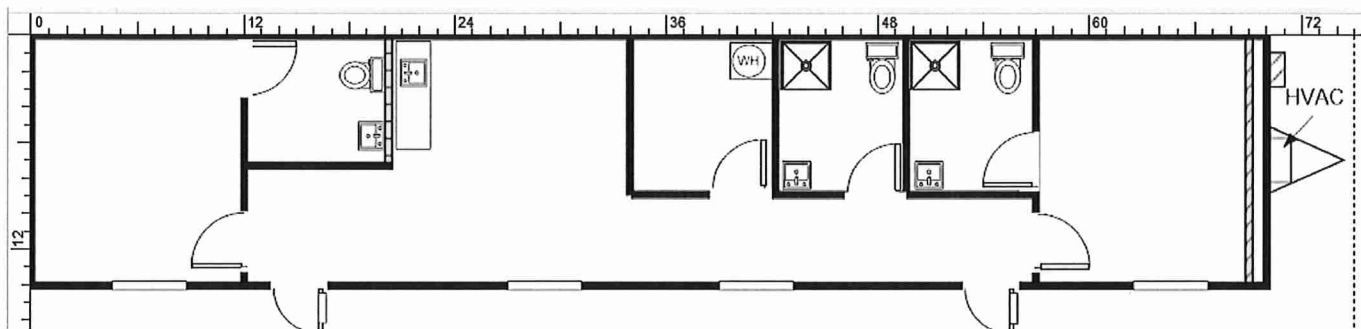
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Looks great, thank you!

From: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Sent: Thursday, July 30, 2026 10:39 AM
To: David Painter <dpainter@floresvilletx.gov>
Subject: RE: Rough lay-out

David,
Please let me know your thoughts on the layout below, would you like any revisions before I send the quote? This building is a 14x70.



From: David Painter <dpainter@floresvilletx.gov>
Sent: Thursday, July 30, 2026 8:59 AM
To: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Subject: Re: Rough lay-out

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Good morning can I also get pricing on leasing if possible

From: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Sent: Wednesday, July 29, 2026 4:35 PM
To: David Painter <dpainter@floresvilletx.gov>
Subject: RE: Rough lay-out

David, I will have the quote ready tomorrow.

From: David Painter <dpainter@floresvilletx.gov>
Sent: Wednesday, July 29, 2026 12:05 PM
To: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Subject: Re: Rough lay-out



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Good afternoon I was just wondering if u had an ETA on pricing

From: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Sent: Tuesday, July 28, 2026 3:03 PM
To: David Painter <dpainter@floresvilletx.gov>
Subject: RE: Rough lay-out

Received. It will take me a little while to get the modification costs, but I will let you know as soon as I have all the pricing ready.

From: David Painter <dpainter@floresvilletx.gov>
Sent: Tuesday, July 28, 2026 10:49 AM
To: Ashley Puerto <Ashley.Puerto@mobilemodular.com>
Subject: Rough lay-out



This is the first email you've received from this external sender.

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Hello ma'am this is David painter with the city of Floresville here is the rough drawing I was talking about

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