

R-26-121

**MANATEE COUNTY, FLORIDA
REVENUE IMPROVEMENT NOTE, SERIES 2024B**

AMENDING RESOLUTION

Adopted September 22, 2026

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RESOLUTION NO. R-26- 121

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING THE EXTENSION OF THE AMORTIZATION COMMENCEMENT DATE, AS DEFINED IN THAT CERTAIN NON-REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 1, 2024, BY AND BETWEEN MANATEE COUNTY, FLORIDA (THE "COUNTY") AND WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC (THE "LENDER"); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT BY AND BETWEEN THE COUNTY AND THE LENDER EVIDENCING SUCH EXTENSION; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Manatee County, Florida, a political subdivision of the State of Florida (the "County"), is authorized under Florida law to borrow money to finance and refinance various capital projects; and

WHEREAS, the County initiated a request for proposals ("RFP") from certain lending institutions to finance certain capital projects (collectively, the "CBA Projects"); and

WHEREAS, as a result of such RFP and proposals from various lending institutions, Wells Fargo Municipal Capital Strategies, LLC (the "Lender") provided the overall best proposal (herein, the "WF Proposal"), and the County selected the Lender to provide financing for the CBA Projects the County elected to finance, taking into account interest rates and the term of the loans to be made by the Lender (the "CBA Loans"); and

WHEREAS, as a result, the County and the Lender entered into that certain Non-Revolving Credit Agreement dated as of October 1, 2024 (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the principal portion of any CBA Loans made thereunder are to begin to be amortized commencing October 31, 2026 (herein, the "Initial Amortization Commencement Date"); and

WHEREAS, the County has determined that it is in its best interest to extend the Initial Amortization Commencement Date to October 31, 2027 (herein, the “New Amortization Commencement Date”); and

WHEREAS, in order to effectuate the New Amortization Commencement Date, it is necessary to amend the Agreement pursuant to Section 9.03 thereof; and

WHEREAS, such amendment shall be accomplished by the execution and delivery of that certain First Amendment to Non-Revolver Credit Agreement by and between the County and the Lender, the form of which is attached hereto as Exhibit “A” (herein, the “First Amendment”); and

WHEREAS, it is the intent of the Board of County Commissioners of Manatee County, Florida (the “Board”), as the governing body of the County, pursuant to this Resolution, to authorize the extension of the Initial Amortization Commencement Date to the New Amortization Commencement Date, by approving the form of the First Amendment, and to authorize the execution and delivery of the First Amendment; and

WHEREAS, such First Amendment also provides for a revised Exhibit B to the Agreement;

WHEREAS, any capitalized term used in this Resolution and not otherwise defined shall have the meaning ascribed to such term in the Agreement or First Amendment, as applicable; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AS FOLLOWS:

ARTICLE I
FINDINGS AND STATUTORY AUTHORITY

Section 1. FINDINGS. It is hereby ascertained, determined and declared:

A. That the recitals hereinbefore mentioned are hereby adopted.

B. That the Board deems it necessary, desirable and in the best interest of the County to extend the Initial Amortization Commencement Date to the New Amortization Commencement Date, as evidenced by the approval, execution and delivery of the First Amendment, the form of which is attached hereto as Exhibit "A."

Section 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Act.

Section 3. RESOLUTION CONSTITUTES CONTRACT. In consideration of the execution and delivery of the First Amendment, hereby approved and authorized hereunder, this Resolution shall be deemed to be and shall constitute a contract between the County and the Lender and the conditions, representations and warranties set forth in the First Amendment to be performed by said County shall be for the equal benefit, protection and security of the Lender.

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION
AND DELIVERY OF FIRST AMENDMENT

Section 1. FIRST AMENDMENT. The form, terms and provisions of the First Amendment to evidence the New Amortization Commencement Date of the CBA Loans and the revised Exhibit "B" to the Agreement attached to the First Amendment, as submitted to this meeting, are hereby approved and accepted. The Chair or any Vice Chair, in the absence of the Chair, are each hereby authorized and directed to execute and deliver the First Amendment in the form submitted to this meeting, with such changes, insertions and deletions thereto as are necessary or desirable for carrying out the purposes thereof as may be approved by the Chair or any Vice Chair, in the absence of the Chair, upon the advice of the County Attorney and Bond Counsel, the execution of said First Amendment and delivery to the Lender being conclusive evidence of such approval.

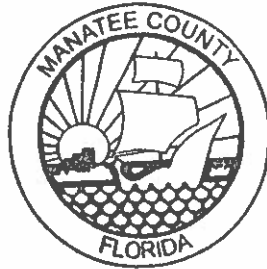
ARTICLE III
MISCELLANEOUS PROVISIONS

Section 1. MODIFICATION OR AMENDMENT. No modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto or of the Agreement, may be made without the consent in writing of the Lender.

Section 2. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions set forth herein, and shall in no way affect the validity of any of the other provisions of this Resolution, the Agreement, the First Amendment or of the CBA Note.

Section 3. FURTHER AUTHORIZATIONS. The Chair of the Board, any Vice Chair, the Clerk, any Deputy Clerk, the County Administrator, the Chief Financial Officer, and any other authorized official of the County, are hereby authorized and directed to execute and deliver any and all documents and instruments, including, but not limited to, submitting a request for a CBA Loan pursuant to the revised Exhibit "B" attached to the First Amendment and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution, the Agreement and the First Amendment. In connection with the transaction contemplated by this Resolution, the County shall provide an updated signature certificate to evidence the current Authorized Representatives (as defined in the Agreement) of the County and covenants to update such signature certificate when necessary.

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



MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: Tal

Name: Tal Siddique

Title: Chair

Date: September 22, 2026

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: Robin Roth OC
[Deputy] Clerk

EXHIBIT "A"

FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT

FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT

THIS FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT (this "*Amendment*") is dated September 25, 2026 (the "*Amendment Date*"), between MANATEE COUNTY, FLORIDA, a political subdivision duly and validly existing under the laws of the State of Florida (the "*County*"), and WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC, a Delaware limited liability company, and its successors and permitted assigns (the "*Lender*"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the Lender and the County have previously entered into that certain Non-Revolving Credit Agreement dated as of October 1, 2024 (as amended, restated, or otherwise modified from time to time, the "*Agreement*"), pursuant to which the Lender has agreed to extend credit to the County; and

WHEREAS, pursuant to Section 9.03 of the Agreement, the Agreement may be amended by a written amendment thereto executed by the County and the Lender; and

WHEREAS, the County has requested to extend the Amortization Commencement Date of the Non-Revolving Credit facility to October 31, 2027, and the Lender has agreed to make such amendments as provided herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

Section 1. AMENDMENTS.

Upon the satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The definition of "*Amortization Commencement Date*" appearing in Section 1.01 of the Agreement is hereby amended in its entirety and, as so amended, shall be restated to read as follows:

"*Amortization Commencement Date*" means October 31, 2027, which shall be an Interest Payment Date.

1.02. The Agreement is hereby amended by deleting Exhibit B thereto and replacing it with Exhibit B attached hereto. All references to Exhibit B in the Agreement shall be deemed to be references to Exhibit B as amended in this Amendment.

Section 2. CONDITIONS PRECEDENT.

This Amendment shall be effective as of the Amendment Date subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

2.01 Receipt by the Lender of an executed counterpart of this Amendment.

2.02 Receipt by the Lender of an authorizing resolution or resolutions of the County approving this Amendment and the other matters contemplated hereby and thereby.

2.03 Receipt by the Lender of a signature certificate executed by the County certifying the names and signatures of the persons authorized to execute and deliver, on behalf of the County, this Amendment and the other matters contemplated hereby.

2.04 Receipt by the Lender of a no adverse effect opinion of Bond Counsel, addressed to the Lender and in form and substance satisfactory to the Lender.

2.05 Payment to the Lender on the Amendment Date of an amendment fee in the amount of \$2,500 plus the reasonable legal fees and expenses of counsel to the Lender.

2.06 All other legal matters pertaining to the execution and delivery of this Amendment shall be reasonably satisfactory to the Lender and its counsel.

Section 3. REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

3.01 The County hereby represents and warrants that the following statements are true and correct as of the Amendment Date:

(i) the representations and warranties of the County contained in Article V of the Agreement and in each of the other Loan Documents are true and correct on and as of the Amendment Date as though made on and as of such date (except to the extent that any such representations and warranties expressly relate to an earlier date); and

(ii) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment; and

(iii) no petition by or against the County has at any time been filed under the United States Bankruptcy Code or under any similar law.

3.02 In addition to the representations given in Article V of the Agreement, the County hereby represents and warrants as follows:

(i) The execution, delivery, and performance by the County of this Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the County; and

(ii) no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery, and performance by the County of this Amendment or the Agreement, as amended hereby; and

(iii) this Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the County, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

Section 4. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PROVISIONS.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Date.

MANATEE COUNTY, FLORIDA, a political
subdivision of the State of Florida

By: _____
Name: Tal Siddique
Title: Chair of the Board of County
Commissioners of Manatee County,
Florida

ATTEST:

By: _____
Name: Angelina "Angel" Colonnese
Title: Clerk of the Circuit Court and
Comptroller of Manatee County,
Florida

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC

By: _____
Name: Brian Goins
Title: Vice President

EXHIBIT B
FORM OF
REQUEST FOR LOAN

[Date]

Wells Fargo Municipal Capital Strategies, LLC
100 South Ashley Drive, 10th Floor
Tampa, Florida 33602
Attention: Vincent Mattio
Facsimile: (813) 285-0745
Email: Vincent.mattio@wellsfargo.com

Wells Fargo Bank, National Association
704 Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: Renee Toneske
Telephone: (704) 427-0066
Email: renee.toneske@wellsfargo.com

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Manatee County, Florida (the "County"), refers to that certain Non-Revolver Credit Agreement dated as of October 1, 2024 (the "Agreement") between the County and Wells Fargo Municipal Capital Strategies, LLC (the "Lender"), the terms defined therein being used herein as therein defined, and hereby gives the Lender notice irrevocably, pursuant to Section 2.05(a) of the Agreement, of the Loan specified below:

1. The Business Day of the proposed Loan is _____, 20__.
2. The principal amount of the proposed Loan is \$_____.
3. Wire instructions of the County: _____.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Loan, before and after giving effect thereto:

(a) the representations and warranties of the County set forth in Article V of the Agreement shall be true and correct in all material respects on the date the Loan is advanced (except to the extent any such representation or warranty expressly relates to an earlier date); and

(b) no Default or Event of Default shall have occurred and be continuing on the date the Loan is advanced.

The Loan shall be made by the Lender by wire transfer of immediately available funds to the County in accordance with the instructions on file set forth above.

MANATEE COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____



September 22, 2026 - Regular Meeting

Subject

Adoption of Resolution R-26-121 authorizing the First Amendment to the County's Revenue Improvement Note, Series 2024B, and related non-revolving line of credit with Wells Fargo in an amount not to exceed \$140,000,000.- Claudia Campos, Chief Financial Officer

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Claudia Campos - Chief Financial Officer, ext. 3787

Action Requested

Adoption of Resolution R-26-121 authorizing the execution of the First Amendment to the Non-Revolving Credit Agreement- Revenue Improvement Note, Series 2024B in an amount not to exceed \$140,000,000, and authorize the Chair to execute the First Amendment with Wells Fargo Municipal Capital Strategies, LLC.

Enabling/Regulating Authority

Article VII, Florida Constitution, and Chapter 125, Florida Statutes, and other applicable provisions of Florida Law.

Applicable Advisory Board

N/A

Background Discussion

On October 31, 2024, Revenue Improvement Note, Series 2024B (the 2024 CBA Line), was issued pursuant to a certain Non-Revolving Credit Agreement dates as of October 1, 2024, between Manatee County and Wells Fargo Municipal Capital Strategies, LLC (the "Lender") as a draw down line of credit, in an amount not to exceed \$140,000,000, to provide interim financing for County general government capital projects. Approximately \$136,999,762 has been drawn under the line of credit.

Under the existing agreement, outstanding principal would become payable beginning October 31, 2026, unless the County exercises a three-year term-out option. The proposed First Amendment extends the amortization commencement date by one year, from October 31, 2026, to October 31, 2027.

The extension provides the County additional time to transition the interim financing to long-term debt. The County anticipates refunding the outstanding Series 2024B Note through the issuance of long-term, fixed-rate tax-exempt bonds prior to October 31, 2027.

County staff recommends approval of attached Resolution R-26-121 which provides authority and approval to execute the First Amendment to the Non-Revolving Credit Agreement with the Lender.

Resolution R-26-121 also authorizes the subsequent execution of closing documents and establishes parameters. Outside Bond Counsel for Manatee County, Stephen D. Sanford of Greenberg Traurig, P.A. and other counsel have prepared Resolution R-26-121 and other documents for consideration by the Manatee County Board of County Commissioners ("Board").

Updated versions of these documents may be provided to the Board prior to the meeting due to review from involved parties, but the basic terms and conditions will not change.

Attorney Review

Other (Requires explanation in field below) DeCarlo

The County's Bond Counsel, Stephen Sanford of Greenberg Traurig, P.A. and County Attorney's Office have been consulted regarding the matter.

Instructions to Board Records

If approved by the Board, please ensure that the Chair signs numbered page 5 of Resolution R-26-121 and the Deputy Clerk attests the Chair's signature.

Please email an approved copy of the agenda items to: claudia.campos@mymanatee.org; budget@mymanatee.org; christopher.decarlo@mymanatee.org; pamala.roberts@mymanatee.org.

Distributed 9/23/26, RT

Cost and Funds Source Account Number and Name

See attached Closing Memo for cost breakdown. Cost will be paid by an advance against the 2024B CBA Likne.

Amount and Frequency of Recurring Costs

N/A

From: [Alicia Stull](#)
To: [Robin Toth](#)
Cc: [Claudia Campos](#); [Candice Cruz](#); [Christopher DeCarlo](#); [Pamala Roberts](#)
Subject: RE: BCC Mtg 9/22/26: Item 24, Resolution R-26-121, First Amendment to County's Revenue Improvement Note, Series 2024B, \$140,000,000
Date: Friday, September 18, 2026 9:01:21 AM
Attachments: [image001.png](#)
[image004.png](#)
[image005.png](#)
[image007.png](#)

[NOTICE: This message originated outside of Manatee County Clerk's Office -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good Morning Robin:

The Chair will not be signing the First Amendment on September 22. It is simply Exhibit A to the Resolution.

If the Board approves the item, both the Chair and Clerk are scheduled to sign and attest to the First Amendment at the pre-closing on September 24.

Sincerely,

Alicia M. Stull, ACP, FRP
Advanced Certified Paralegal
Florida Registered Paralegal

Manatee County Government
Office of the County Attorney
Post Office Box 1000
Bradenton, Florida 34206-1000
Telephone: (941) 745-3750
Facsimile: (941) 749-3089
alicia.stull@mymanatee.org



From: Candice Cruz <candice.cruz@mymanatee.org>
Sent: Thursday, September 17, 2026 4:57 PM
To: Alicia Stull <alicia.stull@mymanatee.org>
Cc: Robin Toth <robin.toth@ManateeClerk.com>; Claudia Campos <claudia.campos@mymanatee.org>
Subject: RE: BCC Mtg 9/22/26: Item 24, Resolution R-26-121, First Amendment to County's Revenue Improvement Note, Series 2024B, \$140,000,000
Importance: High

Hi Alicia – Thank you for your call. Per our conversation, please respond accordingly to Robin request below.

Again I appreciate your help.

Thank you,
Candi Cruz, MBA | Budget Division Manager – CIP
Manatee County Government
Financial Management Department
9000 Town Center Parkway
Lakewood Ranch, FL 34202
Ph: 941-745-3733
Cell: 941-705-0312
Mymanatee.org

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Please be advised that any correspondence may be retained as a public record and could be disclosed upon request.



From: Robin Toth <robin.toth@ManateeClerk.com>
Sent: Thursday, September 17, 2026 1:08 PM
To: Candice Cruz <candice.cruz@mymanatee.org>
Cc: Claudia Campos <claudia.campos@mymanatee.org>
Subject: FW: BCC Mtg 9/22/26: Item 24, Resolution R-26-121, First Amendment to County's Revenue Improvement Note, Series 2024B, \$140,000,000

CAUTION:This email originated from an external source.
Be suspicious of Attachments, Links and Request for Login Information and utilize the REPORT MESSAGE Button in Outlook if you feel this is a Phishing email.

Hi Candi,

I received Claudia's out of office response saying to contact you in her absence. Please read my email below as highlighted in yellow.

Thank you,

Robin Toth
Deputy Clerk, Board Records Department



For Angelina "Angel" Colonnese
Manatee Clerk of the Circuit Court & Comptroller
(941) 749-1800 Ext. 4179
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

To Protect the Public Trust through Integrity and Transparency

From: Robin Toth
Sent: Thursday, September 17, 2026 1:04 PM
To: Claudia Campos <claudia.campos@mymanatee.org>; budget@mymanatee.org
Subject: BCC Mtg 9/22/26: Item 24, Resolution R-26-121, First Amendment to County's Revenue Improvement Note,

Series 2024B, \$140,000,000

Hi Claudia,

Item 24 on the 9/22/26 BCC Agenda is for adoption of Resolution R-26-121, authorizing First Amendment to County's Revenue Improvement Note, Series 2024B, \$140,000,000. The Resolution authorizes execution of the First Amendment, a copy of which is attached as Exhibit A. **Is the First Amendment to be executed as well? If so, please provide me with a separate copy of the complete First Amendment with its referenced exhibits, for the Chairman to execute, because exhibits do not get executed but a separate copy is provided as a separate executed document.**

Thank you,

Robin Toth

Deputy Clerk, Board Records Department



For Angelina "Angel" Colonnese
Manatee Clerk of the Circuit Court & Comptroller
(941) 749-1800 Ext. 4179
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

To Protect the Public Trust through Integrity and Transparency

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PUBLIC RESOURCES ADVISORY GROUP

MEMORANDUM TO: Working Group

FROM: Public Resources Advisory Group ("PRAG")

SUBJECT: Manatee County, Florida Revenue Improvement Note, Series 2024B and the First Amendment to Non-Revolving Credit Agreement by and between Manatee County, Florida and Wells Fargo Municipal Capital Strategies, LLC

DATE: September 22, 2026

I. First Amendment to the 2024B CBA Line - Schedule

BCC Adoption of Amending Resolution:
Tuesday, September 22, 2026

Effective Date of First Amendment:
Friday, September 25, 2026

II. Summary of Transaction

On October 31, 2024, Manatee County, a political subdivision of the State of Florida (the "County") issued its Revenue Improvement Note, Series 2024B in the principal amount not exceeding \$140,000,000 (the "2024B Note"). The 2024B Note was issued on a drawdown basis evidencing loans made by Wells Fargo Municipal Capital Strategies, LLC (the "Lender"), to provide interim funding for general government capital projects of the County, pursuant to a non-revolving line of credit agreement between the Lender and the County (the "2024B CBA Line"). The County and the Lender have agreed to amend the 2024B CBA Line with the First Amendment effective September 25, 2026.

The aggregate principal portion of amounts drawn on the 2024B CBA Line as of the date of this memorandum is \$136,999,762. Pursuant to the non-revolving credit agreement, the outstanding principal portion of advances on the 2024B CBA Line would be payable in full on October 31, 2026 (the "Initial Amortization Commencement Date") unless the County exercises the term-out option which provides outstanding principal to be amortized in equal quarterly installments over a three-year period. The First Amendment to the 2024B CBA Line extends the amortization commencement date to October 31, 2027 (the "New Amortization Commencement Date"). Resolution No. R-26-121 of the Board of County Commissioners of the County (the "BCC") authorizes the extension and approves the form of, and authorizes the execution and delivery of, the First Amendment to the 2024B CBA Line.

The County expects to refund the 2024B CBA Line, as amended, with the issuance of long-term fixed rate tax-exempt bonds prior to October 31, 2027, the New Amortization Commencement Date.

III. Request for Loan on the 2024B CBA Line

The County hereby requests the Lender to advance a Loan on the 2024B CBA Line in the amount of **\$46,000.00** to occur on Friday, September 25, 2026 (the "Amendment Date"). On the Amendment Date, the Lender will send a Fedwire to the County in the amount of **\$43,500.00**, pursuant to the following wire instructions, to fund transaction costs related to amending the 2024B CBA Line (the "Amendment Wire") and the Lender will retain \$2,500.00 to pay the Lender's fee to amend the 2024B CBA Line pursuant to Section 3.01(c)(ii) of the 2024B CBA Line.

Wire Instructions:

Amount: **\$43,500.00**

Bank Acct Name:

Account Number:

Bank Name:

Bank Address:

ABA#:

IV. Sources and Uses of Funds

Sources of Funds

Not to Exceed Principal Amount of 2024B Note	\$140,000,000.00
Total Sources of Funds	\$140,000,000.00

Uses of Funds

Amounts Drawn on the 2024B CBA Line to Date	\$136,999,762.00
Amendment Wire to Pay Transaction Costs	43,500.00
Lender's Amendment Fee Retained by Lender	2,500.00
Remaining Amounts Available on 2024B CBA Line	2,954,238.00
Total Uses of Funds	\$140,000,000.00

V. Closing

On the Amendment Date, upon the County's receipt from the Lender of the Amendment Wire detailed above, Greenberg Traurig, P.A., bond counsel to the County, will release its opinion and declare via email the First Amendment to the 2024B CBA Line to be effective and closed.



VI. Application of Amendment Wire

The County will deposit the Amendment Wire funds into the 2024B CBA Line Cost of Issuance Cost Center. On or after September 25, 2026, the County will pay against invoices the costs of issuance in the amounts listed below:

Item	Firm	Amount
Bond Counsel Fee	Greenberg Traurig, P.A.	\$15,000.00
Lender Counsel Fee	Kutak Rock LLP	5,000.00
Municipal Advisor Fee	Public Resources Advisory Group	<u>23,500.00</u>
Total		<u>\$43,500.00</u>

Approved:

MANATEE COUNTY, a political subdivision
of the State of Florida

By: _____
Name: Claudia Campos
Title: Chief Financial Officer

R-26-121

**MANATEE COUNTY, FLORIDA
REVENUE IMPROVEMENT NOTE, SERIES 2024B**

AMENDING RESOLUTION

Adopted September 22, 2026

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EXHIBIT A FORM OF FIRST AMENDMENT	

RESOLUTION NO. R-26- 121

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING THE EXTENSION OF THE AMORTIZATION COMMENCEMENT DATE, AS DEFINED IN THAT CERTAIN NON-REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 1, 2024, BY AND BETWEEN MANATEE COUNTY, FLORIDA (THE “COUNTY”) AND WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC (THE “LENDER”); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT BY AND BETWEEN THE COUNTY AND THE LENDER EVIDENCING SUCH EXTENSION; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Manatee County, Florida, a political subdivision of the State of Florida (the “County”), is authorized under Florida law to borrow money to finance and refinance various capital projects; and

WHEREAS, the County initiated a request for proposals (“RFP”) from certain lending institutions to finance certain capital projects (collectively, the “CBA Projects”); and

WHEREAS, as a result of such RFP and proposals from various lending institutions, Wells Fargo Municipal Capital Strategies, LLC (the “Lender”) provided the overall best proposal (herein, the “WF Proposal”), and the County selected the Lender to provide financing for the CBA Projects the County elected to finance, taking into account interest rates and the term of the loans to be made by the Lender (the “CBA Loans”); and

WHEREAS, as a result, the County and the Lender entered into that certain Non-Revolving Credit Agreement dated as of October 1, 2024 (the “Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, the principal portion of any CBA Loans made thereunder are to begin to be amortized commencing October 31, 2026 (herein, the “Initial Amortization Commencement Date”); and

WHEREAS, the County has determined that it is in its best interest to extend the Initial Amortization Commencement Date to October 31, 2027 (herein, the “New Amortization Commencement Date”); and

WHEREAS, in order to effectuate the New Amortization Commencement Date, it is necessary to amend the Agreement pursuant to Section 9.03 thereof; and

WHEREAS, such amendment shall be accomplished by the execution and delivery of that certain First Amendment to Non-Revolving Credit Agreement by and between the County and the Lender, the form of which is attached hereto as Exhibit “A” (herein, the “First Amendment”); and

WHEREAS, it is the intent of the Board of County Commissioners of Manatee County, Florida (the “Board”), as the governing body of the County, pursuant to this Resolution, to authorize the extension of the Initial Amortization Commencement Date to the New Amortization Commencement Date, by approving the form of the First Amendment, and to authorize the execution and delivery of the First Amendment; and

WHEREAS, such First Amendment also provides for a revised Exhibit B to the Agreement;

WHEREAS, any capitalized term used in this Resolution and not otherwise defined shall have the meaning ascribed to such term in the Agreement or First Amendment, as applicable; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AS FOLLOWS:

ARTICLE I
FINDINGS AND STATUTORY AUTHORITY

Section 1. FINDINGS. It is hereby ascertained, determined and declared:

- A. That the recitals hereinbefore mentioned are hereby adopted.

B. That the Board deems it necessary, desirable and in the best interest of the County to extend the Initial Amortization Commencement Date to the New Amortization Commencement Date, as evidenced by the approval, execution and delivery of the First Amendment, the form of which is attached hereto as Exhibit “A.”

Section 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Act.

Section 3. RESOLUTION CONSTITUTES CONTRACT. In consideration of the execution and delivery of the First Amendment, hereby approved and authorized hereunder, this Resolution shall be deemed to be and shall constitute a contract between the County and the Lender and the conditions, representations and warranties set forth in the First Amendment to be performed by said County shall be for the equal benefit, protection and security of the Lender.

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION
AND DELIVERY OF FIRST AMENDMENT

Section 1. FIRST AMENDMENT. The form, terms and provisions of the First Amendment to evidence the New Amortization Commencement Date of the CBA Loans and the revised Exhibit “B” to the Agreement attached to the First Amendment, as submitted to this meeting, are hereby approved and accepted. The Chair or any Vice Chair, in the absence of the Chair, are each hereby authorized and directed to execute and deliver the First Amendment in the form submitted to this meeting, with such changes, insertions and deletions thereto as are necessary or desirable for carrying out the purposes thereof as may be approved by the Chair or any Vice Chair, in the absence of the Chair, upon the advice of the County Attorney and Bond Counsel, the execution of said First Amendment and delivery to the Lender being conclusive evidence of such approval.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 1. MODIFICATION OR AMENDMENT. No modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto or of the Agreement, may be made without the consent in writing of the Lender.

Section 2. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions set forth herein, and shall in no way affect the validity of any of the other provisions of this Resolution, the Agreement, the First Amendment or of the CBA Note.

Section 3. FURTHER AUTHORIZATIONS. The Chair of the Board, any Vice Chair, the Clerk, any Deputy Clerk, the County Administrator, the Chief Financial Officer, and any other authorized official of the County, are hereby authorized and directed to execute and deliver any and all documents and instruments, including, but not limited to, submitting a request for a CBA Loan pursuant to the revised Exhibit “B” attached to the First Amendment and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution, the Agreement and the First Amendment. In connection with the transaction contemplated by this Resolution, the County shall provide an updated signature certificate to evidence the current Authorized Representatives (as defined in the Agreement) of the County and covenants to update such signature certificate when necessary.

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

MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____

Name: Tal Siddique

Title: Chair

Date: September 22, 2026

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: _____
[Deputy] Clerk

EXHIBIT “A”

FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT

FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT

THIS FIRST AMENDMENT TO NON-REVOLVING CREDIT AGREEMENT (this “*Amendment*”) is dated September 25, 2026 (the “*Amendment Date*”), between MANATEE COUNTY, FLORIDA, a political subdivision duly and validly existing under the laws of the State of Florida (the “*County*”), and WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC, a Delaware limited liability company, and its successors and permitted assigns (the “*Lender*”). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the Lender and the County have previously entered into that certain Non-Revolving Credit Agreement dated as of October 1, 2024 (as amended, restated, or otherwise modified from time to time, the “*Agreement*”), pursuant to which the Lender has agreed to extend credit to the County; and

WHEREAS, pursuant to Section 9.03 of the Agreement, the Agreement may be amended by a written amendment thereto executed by the County and the Lender; and

WHEREAS, the County has requested to extend the Amortization Commencement Date of the Non-Revolving Credit facility to October 31, 2027, and the Lender has agreed to make such amendments as provided herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

Section 1. AMENDMENTS.

Upon the satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The definition of “*Amortization Commencement Date*” appearing in Section 1.01 of the Agreement is hereby amended in its entirety and, as so amended, shall be restated to read as follows:

“*Amortization Commencement Date*” means October 31, 2027, which shall be an Interest Payment Date.

1.02. The Agreement is hereby amended by deleting Exhibit B thereto and replacing it with Exhibit B attached hereto. All references to Exhibit B in the Agreement shall be deemed to be references to Exhibit B as amended in this Amendment.

Section 2. CONDITIONS PRECEDENT.

This Amendment shall be effective as of the Amendment Date subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

2.01 Receipt by the Lender of an executed counterpart of this Amendment.

2.02 Receipt by the Lender of an authorizing resolution or resolutions of the County approving this Amendment and the other matters contemplated hereby and thereby.

2.03 Receipt by the Lender of a signature certificate executed by the County certifying the names and signatures of the persons authorized to execute and deliver, on behalf of the County, this Amendment and the other matters contemplated hereby.

2.04 Receipt by the Lender of a no adverse effect opinion of Bond Counsel, addressed to the Lender and in form and substance satisfactory to the Lender.

2.05 Payment to the Lender on the Amendment Date of an amendment fee in the amount of \$2,500 plus the reasonable legal fees and expenses of counsel to the Lender.

2.06 All other legal matters pertaining to the execution and delivery of this Amendment shall be reasonably satisfactory to the Lender and its counsel.

Section 3. REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

3.01 The County hereby represents and warrants that the following statements are true and correct as of the Amendment Date:

(i) the representations and warranties of the County contained in Article V of the Agreement and in each of the other Loan Documents are true and correct on and as of the Amendment Date as though made on and as of such date (except to the extent that any such representations and warranties expressly relate to an earlier date); and

(ii) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment; and

(iii) no petition by or against the County has at any time been filed under the United States Bankruptcy Code or under any similar law.

3.02 In addition to the representations given in Article V of the Agreement, the County hereby represents and warrants as follows:

(i) The execution, delivery, and performance by the County of this Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the County; and

(ii) no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery, and performance by the County of this Amendment or the Agreement, as amended hereby; and

(iii) this Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the County, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

Section 4. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PROVISIONS.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Date.

MANATEE COUNTY, FLORIDA, a political
subdivision of the State of Florida

By: _____
Name: Tal Siddique
Title: Chair of the Board of County
Commissioners of Manatee County,
Florida

ATTEST:

By: _____
Name: Angelina "Angel" Colonnese
Title: Clerk of the Circuit Court and
Comptroller of Manatee County,
Florida

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC

By: _____
Name: Brian Goins
Title: Vice President

EXHIBIT B
FORM OF
REQUEST FOR LOAN

[Date]

Wells Fargo Municipal Capital Strategies, LLC
100 South Ashley Drive, 10th Floor
Tampa, Florida 33602
Attention: Vincent Mattio
Facsimile: (813) 285-0745
Email: Vincent.mattio@wellsfargo.com

Wells Fargo Bank, National Association
704 Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: Renee Toneske
Telephone: (704) 427-0066
Email: renee.toneske@wellsfargo.com

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Manatee County, Florida (the “County”), refers to that certain Non-Revolver Credit Agreement dated as of October 1, 2024 (the “Agreement”) between the County and Wells Fargo Municipal Capital Strategies, LLC (the “Lender”), the terms defined therein being used herein as therein defined, and hereby gives the Lender notice irrevocably, pursuant to Section 2.05(a) of the Agreement, of the Loan specified below:

1. The Business Day of the proposed Loan is _____, 20__.
2. The principal amount of the proposed Loan is \$_____.
3. Wire instructions of the County: _____.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Loan, before and after giving effect thereto:

(a) the representations and warranties of the County set forth in Article V of the Agreement shall be true and correct in all material respects on the date the Loan is advanced (except to the extent any such representation or warranty expressly relates to an earlier date); and

(b) no Default or Event of Default shall have occurred and be continuing on the date the Loan is advanced.

The Loan shall be made by the Lender by wire transfer of immediately available funds to the County in accordance with the instructions on file set forth above.

MANATEE COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____