

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2 FOR THE PURCHASE OF ONE MANUFACTURED HOME AND ASSOCIATED EQUIPMENT FOR THE CITY'S FIRE STATION NO. 5 BOND PROJECT IN THE NOT-TO-EXCEED AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, both the City of Denton and the Travis County Emergency Services District No. 2 (the "District") have the authority to enter into the Interlocal Agreement (the "Agreement") pursuant to Chapter 791, Texas Government Code; and

WHEREAS, the purchase of one manufactured home and associated equipment (the "Building") contemplated under the Agreement is of mutual interest and benefit to the City of Denton and the District. The purpose of the Agreement is for the sale of the Building to the City of Denton which is intended to provide temporary housing to the Denton Fire Department during the reconstruction of Fire Station No. 5; and

WHEREAS, it is mutually beneficial to both parties to execute the Agreement whereby each entity can achieve common objectives relating to the public safety and welfare of the residents of the City of Denton and financial compensation to the District; and

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager, or designee, is hereby authorized to execute the Interlocal Agreement with Travis County Emergency Services District No. 2, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or designee, is hereby authorized to expend funds in an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00).

SECTION 4. The City Manager is further authorized to carry out all duties and agreements to be performed by the City under the Agreement.

SECTION 5. The City Manager, or designee, is the City's designated, authorized official, with the power to authorize, accept, reject, alter or terminate the Agreement on behalf of the City and act on behalf of the City of Denton in all matters related to the Agreement and any subsequent agreements that may result.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: Marcella Lunn

EXHIBIT A
(INTERLOCAL AGREEMENT)

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into this 13 day of March 2025, between the City of Denton, Texas, a home-rule municipal corporation and Travis County Emergency Services District No. 2 ("District"), a political subdivision of the state of Texas (each, a "party," collectively, the "parties").

WHEREAS, both City of Denton and District have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code;

WHEREAS, the purchase of one manufactured home and associated equipment ("Building") contemplated under this Agreement is of mutual interest and benefit to the City of Denton and the District. The purpose of this Agreement is for the sale of a manufactured home to the City of Denton which is intended to provide temporary housing to the Denton Fire Department during the reconstruction of Fire Station #5 in Denton, Texas;

WHEREAS, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the public safety and welfare of the residents of the City of Denton and financial compensation to the District; and

WHEREAS, the City of Denton agrees to acquire the Building as is and releases the District from any issues arising from the transport or set up of the Building in Denton, Texas.

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

1. STATEMENT OF WORK. The City of Denton will assume ownership of the Building as identified in Exhibit A and associated equipment as soon as the licensed entity transporting the Building takes possession of the Building. The District will pay the costs of shipping the Building, estimated to be \$15,000. District further agrees to assist City of Denton with any required transfer of ownership documentation that may be required.
2. LOCATION. District will provide the City of Denton with information as to the location of the Building and will assist in planning/coordination with the City of Denton for transportation.
3. PAYMENT. City of Denton will pay the District \$50,000 within 30 days of full execution of the Agreement with funds available from current revenues.
4. WARRANTY. The City of Denton will assume any manufacturer's warranty, if any, but otherwise releases the District from any warranty obligation after transfer of ownership.
5. BREACH / OPPORTUNITY TO CURE. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default at least 30 days written notice to cure said default before exercising any of its rights as provided for in this Agreement.
6. LIABILITY. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party.
7. FORCE MAJEURE. Except for the obligation for the payment of money, if either party fails to fulfill its obligations hereunder when such failure is due to an act of God, or other circumstance beyond its

reasonable control, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement.

8. **DISPUTE RESOLUTION.** The City of Denton and District must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. Nothing in this Agreement waives or relinquishes the right of the City of Denton or the District to claim any exemptions, privileges and immunities as may be provided by law.

9. **GOVERNING LAW AND REMEDIES.** This Agreement shall be construed by and governed by the laws of the State of Texas. Venue for any legal action necessary to enforce the Agreement will be in Denton County, Texas. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of the Agreement. No amendments or modification of this Agreement shall be effective unless set forth in writing executed by duly authorized representatives of each party.

11. **WAIVER AND AMENDMENT.** No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.

12. **ASSIGNMENT.** This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.

13. **SEVERABILITY.** If any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, the same shall not affect the remaining portions of this Agreement and such remaining portions shall remain in full force and effect.

14. **NOTICE.** Any notice required to be given in connection with this Agreement shall be in writing and shall be deemed effective if hand delivered, or if sent by United States certified mail, return receipt requested, postage prepaid, or if sent by private receipted courier guaranteeing same-day or next-day delivery, addressed to the respective party at its address provided below. If sent by U.S. certified mail in accordance with this Section, such notices shall be deemed given and received on the earlier of (a) actual receipt at the address of the named addressee, or (b) on the third business day after deposit with the United States Postal Service. Notice given by any other means shall be deemed given and received only upon actual receipt at the address of the named addressee.

Party:	City of Denton	Travis County ESD No. 2
Name:	Capital Projects	
Attn:	Seth Garcia	AJ Stacer, Assistant Chief
Address:	401 N Elm St, Denton Tx 76201	203 E. Pecan St. Pflugerville, Texas 78660
Telephone:	940-349-8938	512-251-2801
Email:	Seth.Garcia@cityofdenton.com	astacer@pflugervillefire.org

15. NO THIRD-PARTY BENEFICIARIES. For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with the City of Denton or the District, or both; and (2) the terms of this Agreement are not intended to release, either by contract or by operation of law, any third person or entity from obligations owed by them to either City of Denton or the District.

The parties have caused this Agreement to be executed by their duly authorized representative.

City of Denton

Travis County ESD No. 2

By: _____
Name: Sara Hensley
Title: City Manager

By:  _____
Name: Rico Reyes
Title: Board President

ATTEST:
Lauren Thoden, CITY SECRETARY

By: _____

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

By: _____
Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

Texas Department of Housing and Community Affairs, Manufactured Housing Division

STATEMENT OF OWNERSHIP

On January 1st of each year, a tax lien comes into existence on a manufactured home in favor of each taxing unit in the jurisdiction where the home is actually located on January 1st. In order to be enforced, any such lien must be recorded with the Texas Department of Housing and Community Affairs, Manufactured Housing Division as provided by law. You may check our records through our website or contact us to learn of any recorded tax liens. To find out about the amount of any unpaid tax liabilities, contact the tax office for the county where the home was actually located on January 1st of that year.

Certified Copy of Original Statement of Ownership

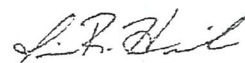
Date Issued: 03/15/2022

Certificate Number: MH00917529

Manufacturer		Label/Seal No.	Serial No.	Weight	Size
MHDMAN00000294 DBA OAK CREEK HOMES 800 N. I-35 E LANCASTER, TX 75146		NTA1983159 NTA1983160	OC012133877B OC012133877A	20,425 20,425	13.5 × 56.0 13.5 × 56.0
Model	Date of Manufacture	Effective Date of Transfer	County Where Installed	Wind Zone	Total Sq Feet
Z-NEXUS 9356	10/19/2020	1/18/2022	TRAVIS	I	1512
<p>The Owner(s) have elected to declare the manufactured home as:</p> <p>PERSONAL PROPERTY - BUSINESS USE</p> <p>The manufactured home is reserved for business use only and may not be occupied as a residential dwelling. The owner(s) may not sell or exchange the home for use as a dwelling unless the department, after completion of a satisfactory habitability inspection, issues a new statement of ownership indicating that the home is no longer reserved for business use.</p> <p>The owner has elected to treat the home or reserve it for this purpose and the department no longer considers the home to be a manufactured home for the purposes of regulation under chapter 1201.216(a) of the Occupations Code.</p>			Owner of Record		
			TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO 2 203 E PECAN ST PFLUGERVILLE, TX 78660		
			Seller or Transferor		
			RECREATIONAL RESORT COTTAGES, LLC DBA HOMECO 10421 I-30 SERVICE RD SOUTH WEST CUMBY, TX 75433		
			Physical Address		
			2021 CRYSTAL BEND DR PFLUGERVILLE, TX 78660		
			Right of Survivorship: No		

Lien(s): The following liens, charges, or other encumbrances are reflected as having been created affecting the manufactured home.

No Lien


Jim R. Hicks
Executive Director

Owner Copy

TDHCA MANUFACTURED HOUSING DIVISION,
P.O. BOX 12489, AUSTIN, TEXAS 78711-2489
(512) 475-2200 888-576-2240 FAX: 512-475-1109

STATEMENT OF OWNERSHIP - HM54654075

RECEIVED

MAR 21 2022

Travis County ESD #2

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO 2
203 E PECAN ST
PFLUGERVILLE, TX 78660