

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF NEW BRAUNFELS AND NEW BRAUNFELS UTILITIES
FOR TRANSFER OF A HUD MANUFACTURED HOME**

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2022 (the “Effective Date”), by and between the **City of New Braunfels** (the “City”), a home rule city created under the laws of the State of Texas, and **New Braunfels Utilities** (“NBU”), a municipally owned water, wastewater, and electric utility (collectively referred to as the “Parties”).

WHEREAS, the City owns a 2020 HUD manufactured home, more specifically described as a 3-bedroom 2-bathroom home model number 98TRU28563RH20, manufactured by CMH Manufacturing, Inc. TRU MH, which is currently located at 333 E. Klingemann Street in New Braunfels, Comal County, Texas (the “Home”);

WHEREAS, the City purchased the Home with improvements from Titan Factory Direct in March, 2020, which are reflected in the Construction Estimate and Home Sales Contract, a copy of which are attached hereto as Exhibit A;

WHEREAS, the floor plan of the Home is reflected in Exhibit B attached hereto;

WHEREAS, the property where the Home is located is held by NBU as an agent for the City;

WHEREAS, the City has offered to transfer the Home to the operational control of NBU for a price of Sixty-Five Thousand Dollars (\$65,000.00);

WHEREAS, NBU has agreed to accept the transfer of the Home for the price of Sixty-Five Thousand Dollars (\$65,000.00);

WHEREAS, NBU will remit payment in the amount of Sixty-Five Thousand Dollars (\$65,000.00) and the City will issue a transfer agreement; and

WHEREAS, the City and NBU have entered into this MOU to set out the duties and responsibilities of the City and NBU relating to the transfer of the Home.

NOW THEREFORE, in consideration of the representations, covenants, and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The City and NBU agree that NBU will accept operational control of the Home from the City as is for the amount of Sixty-Five Thousand Dollars (\$65,000.00) and shall deposit said funds with the City within thirty (30) days of the Effective Date of this MOU. The City

hereby assigns to NBU all product warranties received from the manufacturer with respect to the Home, if any.

2. Within ten (10) days of receipt of said funds, the City will issue a transfer agreement to NBU.
3. If any clause or provision of this MOU is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the City Charter, City Code or ordinances of the City, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this MOU shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this MOU that is invalid, illegal or unenforceable, there be added as a part of this MOU a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.
4. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought hereunder will be exclusively in Comal County, Texas.
5. The Parties agree that this MOU cannot be terminated unless by written mutual agreement approved by the respective governing bodies.
6. This MOU constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes any prior understandings written or oral agreements between the Parties. No amendment, modification or alteration of the terms of the Agreement will be binding on any Party unless the same is in writing, dated subsequent to the date hereof, and is approved by the governing bodies and duly executed by the Parties.
7. This MOU shall become effective upon full execution of the MOU by both Parties.

IN WITNESS WHEREOF, the City and NBU mutually consent to enter into this MOU on the date set forth above.

New Braunfels Utilities

City of New Braunfels

Ian Taylor, CEO

Robert Camareno, City Manager

Date

Date

APPROVED AS TO FORM:

Connie C. Lock, NBU General Counsel

Valeria Acevedo, City Attorney

NEW BRAUNFELS FIRE DEPARTMENT

333 EAST KLINGEMANN STREET
NEW BRAUNFELS, TEXAS 78130

I/We agree with the Construction Estimate presented by Titan Factory Direct Homes

X _____ X _____

INVOICE FOR HOME
PURCHASE ORDER #



HOME SALES CONTRACT

Purchaser City of New Braunfels DL: Phone: (830) 221-4081
 Co-Purchaser PURCHASE ORDER No. 200874 DL: Phone:
 Mailing address 550 Landa Street (City) New Braunfels (State) TX (Zip) 78130
 Delivery Address 333 E. Klingemann St. (City) New Braunfels (State) TX (Zip) 78130
 Delivery County Comal
 PHC Hunter Nall License # MHSLS00045096

Description of Home			Contract Transaction	
New	☒ Stock	☐ Special Order	Type of Transaction	☒ Cash ☐ Financed
Previously owned	☐ TFD Inventory	☐ Bank/Broker	Type of Loan	☒ Chattel ☐ Land Home
Manufacturer CMH Manufacturing, Inc. TRU MH			Base Price \$ 69,645.20	
Model	98TRU28663RH20	Year 2020	(Page 2) Options \$ -	
Building Code			(Page 2) Improvements \$ 9,250.00	
☒ HUD Manufactured Home ☐ RV / Park Model			Sub Total \$ 78,895.20	
☐ Modular Home - On Frame ☐ Modular Home - Off Frame			Inventory Tax \$ 97.80	
Identifying Numbers			Title Fees \$ 155.00	
Section	Label / Decal Number	ID / Serial Number	Insurance (12 months)	
1	NTA1938456	BL2005298TXA	Lender Prepaid Finance Charges	
2	NTA1938457	BL2005298TXB	Total Contract Price \$ 79,148.00	
3			Trade-in Allowance \$ -	
4			Trade Pay Off \$ -	
Bedrooms	3	Bathrooms 2	Net Trade-in Allowance \$ -	
Size			Deposit (*) \$ -	
Section	Width	Length	Due at Closing	
1	14	56	Total Down Payment \$ -	
2	14	56	Sales Tax (If not included above)	
3			Loan Amount (including points) \$ 79,148.00	
4			Less Lender Prepaid Finance Charges	
			SALES CONTRACT PRICE \$ 79,148.00	

Other Considerations:

- Possession and title of the home will not be transferred until the full cash price has been paid. Move-in cannot be granted until paid in full and the home has been set and tied down to state code. Purchaser is responsible for any temporary living arrangements needed prior to move in.
- If included in the contract, delivery, setup and tie down will be performed to a minimum of state code.
- Purchaser is responsible for utility hook-ups, unless otherwise stated in the contract. Customer Initials RC
- If purchasing a model center display unit, furniture and décor are not included in the sale price, unless specifically stated.
- TITAN Factory Direct retains all wheels, axles and tires.

This contract is subject to arbitration and constitutes the entire agreement of the Seller, for the sale, and the Purchaser(s), for the purchase, of the home described. This contract supersedes any previous versions. No other agreements, representations or inducements, either oral or written, have been made except as set forth in this contract.

General Manager

Purchaser

Purchaser

[Signature]
 Robert Camarero, City Manager

Date

Date

Date

3/25/2020

3/25/20



CONTRACT OPTIONS

Skirting		Appliances and Equipment																																									
Hardi Panel Skirting w/vapor barrier; vents, access door painted to match home.		<table border="1"> <thead> <tr> <th>Item</th> <th>Manufacturer</th> <th>Model</th> <th>Serial #</th> </tr> </thead> <tbody> <tr> <td>Furnace</td> <td>Carrier</td> <td>FED003810</td> <td>F200502810</td> </tr> <tr> <td>Water Heater</td> <td>Rheem</td> <td>E402RH95</td> <td>M082013576</td> </tr> <tr> <td>Range</td> <td>Frigidaire</td> <td>FCR3012AB</td> <td>VF00795056</td> </tr> <tr> <td>Refrigerator</td> <td>Frigidaire</td> <td>FFTR1814TBB</td> <td>BA00809552</td> </tr> <tr> <td>Washer</td> <td>NA</td> <td></td> <td></td> </tr> <tr> <td>Dryer</td> <td>NA</td> <td></td> <td></td> </tr> <tr> <td>Dishwasher</td> <td>Frigidaire</td> <td>FBD2400KB</td> <td>TH00724635</td> </tr> <tr> <td>Disposal</td> <td>NA</td> <td></td> <td></td> </tr> <tr> <td>Fireplace</td> <td>NA</td> <td></td> <td></td> </tr> </tbody> </table>		Item	Manufacturer	Model	Serial #	Furnace	Carrier	FED003810	F200502810	Water Heater	Rheem	E402RH95	M082013576	Range	Frigidaire	FCR3012AB	VF00795056	Refrigerator	Frigidaire	FFTR1814TBB	BA00809552	Washer	NA			Dryer	NA			Dishwasher	Frigidaire	FBD2400KB	TH00724635	Disposal	NA			Fireplace	NA		
Item	Manufacturer	Model	Serial #																																								
Furnace	Carrier	FED003810	F200502810																																								
Water Heater	Rheem	E402RH95	M082013576																																								
Range	Frigidaire	FCR3012AB	VF00795056																																								
Refrigerator	Frigidaire	FFTR1814TBB	BA00809552																																								
Washer	NA																																										
Dryer	NA																																										
Dishwasher	Frigidaire	FBD2400KB	TH00724635																																								
Disposal	NA																																										
Fireplace	NA																																										
Decks		Trade-In:																																									
2-6'x6' decks built to FHA specs		Make: _____ Model: _____ Year: _____ Serial #: _____ Label/Decal #: _____ Bedrooms #: _____ Size: _____ Lien Holder: _____ Payoff Amount: _____																																									
Foundation / Base Pad		Trade-In debt to be paid by: ☐ Purchaser ☐ Seller																																									
Not applicable..		Purchaser is responsible for all past due TAXES.																																									
Set for Business /Temp use		NOTES AND OPTIONS INCLUDED:																																									
Electrical		Deliver and set to factory standards Factory recommended AC install Customer responsible for city/county permits if required. Customer to verify deed restrictions or HOA approval																																									
Install main elec. disconnect box on exterior of home.																																											
200AMP connection to home.																																											
Septic / Sewer																																											
under plumbing and Sewer connection to home from existing tank/sewer system.																																											
Water Connection / Well																																											
Customer Responsibility																																											
Clearing / Grading																																											
Customer Responsibility																																											
Driveway / Parking Pad																																											
Customer Responsibility																																											
Land / Estimated Pay off																																											
NA																																											
Other Items																																											
Install CAT 5 internet jacks mounted on wall, wires dropped thru floor&ran to location.																																											
Total Cost for delivery and improvements		9250.00																																									
TOTAL		9250.00																																									
		TOTAL \$ - ***There are no verbal agreements - everything promised is on this contract. Customer Initials <u>RC</u>																																									

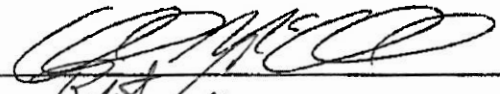
Home Serial numbers are not always available at the time the contract is signed. Therefore, I/We make the following choice by Initialing below:

- ☐ N/A serial number(s) is available
☐ Resign contract when serial number(s) is assigned at factory
☐ Titan has my authorization to hand write serial number(s) on the contract and mail me a copy

General Manager

Purchaser's Signature

Purchaser's Signature


 Robert Camarena, City Manager

Date

Date

Date

3/25/2020
 3/25/20

Exhibit "B"

