



The City of Liberty
Liberty Community Development Corporation

1829 Sam Houston Street
Liberty, TX 77575
www.cityofliberty.org

Meeting
~ Agenda ~

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, February 21, 2017

6:00 PM

City Council Chambers

The Liberty Community Development Corporation of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
President Dennis Beasley	☐	☐	☐	
Vice-President Mike McCarty	☐	☐	☐	
Board Member Louie Potetz	☐	☐	☐	
Board Member Barbara Norwood	☐	☐	☐	
Board Member Leslie Herndon	☐	☐	☐	
Board Member David Arnold	☐	☐	☐	
Board Member Mark Campbell	☐	☐	☐	
General Manager Gary Broz	☐	☐	☐	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

III. PRESENTATIONS / REPORTS

A. LCDC Information Item (ID # 3720)

Project Updates - Gen. Mgr. G. Broz

B. LCDC Information Item (ID # 3721)

Financial Report - Gen. Mgr. G. Broz

IV. CONSENT AGENDA

All consent items listed are considered to be routine by the LCDC and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

A. Minutes Approval

1. Tuesday, January 17, 2017

V. REGULAR AGENDA

A. Regular Session

1. LCDC Corporation Action (ID # 3722)

Consider a proposed Engineering Agreement with Whiteley and Associates for engineering/design of a sidewalk on the east side of Main Street.

2. LCDC Corporation Action (ID # 3723)

Discussion of a campaign for business development with current and future businesses, and take any action deemed necessary.

3. LCDC Corporation Action (ID # 3724)

Discussion of the sale of the old Mercy Hospital property on Travis Street, and take any action deemed necessary.

- Mercy Hosp Property Sale (PDF)

B. Executive Session

Deliberation Regarding Economic Development Negotiation. Gov. Code §551.087

Consultation with Attorney-Closed Session. Gov. Code §551.071

1. Discussion regarding an economic development prospect/negotiations, and/or to deliberate the offer of a financial incentive - Prospective Businesses.

C. Reconvene into Regular Session

VI. ADJOURNMENT

A. Motion To: Adjourn

CERTIFICATION

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 17th day of February, 2017 at 3:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dianne Tidwell, Corp. Secretary

NOTICE

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2017.



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

3.A

Meeting: 02/21/17 06:00 PM

Department: Administration
Category: LCDC Reports

LCDC INFORMATION ITEM (ID # 3720)

DOC ID: 3720



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

3.B

Meeting: 02/21/17 06:00 PM

Department: Administration
Category: LCDC Reports

LCDC INFORMATION ITEM (ID # 3721)

DOC ID: 3721



The City of Liberty

Liberty Community Development Corporation

1829 Sam Houston Street
Liberty, TX 77575
www.cityofliberty.org

Meeting

~ Minutes ~

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, January 17, 2017

6:00 PM

City Council Chambers

The Liberty Community Development Corporation of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Dennis Beasley	President	Present	
Mike McCarty	Vice-President	Present	
Louie Potetz	Board Member	Present	
Barbara Norwood	Board Member	Absent	
Leslie Herndon	Board Member	Present	
David Arnold	Board Member	Present	
Mark Campbell	Board Member	Present	
Gary Broz	General Manager	Present	
Dianne Tidwell	Corp Secretary	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / CITIZENS FORUM

President Beasley welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council. There were no comments from the audience.

III. PRESENTATIONS / REPORTS

A. LCDC Information Item (ID # 3695)

Project Updates - Gen. Mgr. G. Broz

COMMENTS - Current Meeting:

General Manager Gary Broz reported on various activities to include:

- 7 new homes currently under construction in the City
- Preliminary Plat submitted to City for 7 homes at Austin & Holly
- Business prospect for Hwy. 146N
- Plans submitted for 1800 sq. ft. building, near Chili's Restaurant
- Revised plans submitted for hotel at SLOF Rd. And Hwy. 90
- Met with developers at Connect Houston

Minutes Acceptance: Minutes of Jan 17, 2017 6:00 PM (Minutes Approval)

- Development prospect for Woodsprings Drive
- Boomerang Tube hiring again
- Other current activities.

B. LCDC Information Item (ID # 3696)

Financial Report - Gen. Mgr. G. Broz

COMMENTS - Current Meeting:

General Manager Gary Broz reviewed the balance sheet reflecting the Corporation's fund balance of \$2.7 million. Mr. Broz continued by further reviewing Corporation revenues and expenditures.

IV. CONSENT AGENDA

All consent items listed are considered to be routine by the LCDC and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Leslie Herndon, Board Member
SECONDER:	Mike McCarty, Vice-President
AYES:	Beasley, McCarty, Potetz, Herndon, Arnold, Campbell
ABSENT:	Barbara Norwood

A. Minutes Approval

1. Tuesday, August 16, 2016

V. REGULAR AGENDA

A. Regular Session

1. LCDC Corporation Action 2017-1

Discussion regarding engagement of engineering firm for the development of specifications for the proposed Trails Project at the Liberty Municipal Park, and take any action deemed necessary.

COMMENTS - Current Meeting:

General Manager Gary Broz reported on a project to rehabilitate the trail at the Liberty Municipal Park. Mr. Broz presented a proposal from Schaumburg & Polk, Inc. to compile specifications for this project, with an approximate project cost of \$375,000. Mr. Broz reviewed a general description of the improvement to be performed on the existing trail to include restoring a smooth overlay surface, correct grades for ADA requirement, concrete crossings to include striping and signage, benches and other related improvements.

A brief discussion was also held regarding improvements to the electric system at the Park, some of which are in the City's electric improvement plan and others to be phased in. Approximate cost is \$1 million.

A motion was made to approve the agreement for professional services with Schaumburg & Polk, Inc.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Louie Potetz, Board Member
SECONDER:	Mike McCarty, Vice-President
AYES:	Beasley, McCarty, Potetz, Herndon, Arnold, Campbell
ABSENT:	Barbara Norwood

2. LCDC Corporation Action (ID # 3698)

Discussion of future projects and training.

COMMENTS - Current Meeting:

General Manager Gary Broz discussed various activities with the Board to include:

- Revising the sale package and placing the old Mercy Hospital site on the market
- Waiting on proposal for engineering/design of sidewalks on the east side of downtown, and working with TxDOT to bring this project to fruition
- Sports Elite requesting assistance to open a facility on Main Street
- Children's clothes shop closing on Sam Houston Street
- Working to obtain grants for completion of the courthouse lighting project
- Working with Greater Houston Partnership on review assistance for grants.

RESULT:	NO ACTION TAKEN
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VI. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Board, President Beasley adjourned the meeting at 6:30 p.m.

Dennis Beasley, President

Minutes Acceptance: Minutes of Jan 17, 2017 6:00 PM (Minutes Approval)

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Jan 17, 2017 6:00 PM (Minutes Approval)



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

5.A.1

Meeting: 02/21/17 06:00 PM

Department: Administration
Category: LCDC Agreements

LCDC CORPORATION ACTION (ID # 3722)

DOC ID: 3722



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

5.A.2

Meeting: 02/21/17 06:00 PM

Department: Administration
Category: LCDC Miscellaneous

LCDC CORPORATION ACTION (ID # 3723)

DOC ID: 3723



The City of Liberty
Liberty Community Development Corporation
1829 Sam Houston Street
Liberty, TX 77575

5.A.3

Meeting: 02/21/17 06:00 PM

Department: Administration
Category: LCDC Miscellaneous

LCDC CORPORATION ACTION (ID # 3724)

DOC ID: 3724

**SALE OF REAL PROPERTY
521 TRAVIS ST., LIBERTY, TEXAS 77575
(FORMERLY MERCY HOSPITAL)
LIBERTY COUNTY, TEXAS**

REQUEST FOR PROPOSAL ("RFP") NO.

**RFP OPENING DATE
TBD
City Hall Council Chambers
1829 Sam Houston
Liberty, Texas 77575**

The Liberty Community Development Corporation ("LCDC") will be accepting proposals for the sale of the above-mentioned property. Proposals shall be placed in a sealed envelope clearly marked: "RFP No. Sale of Real Property: 521 Travis St., Liberty, Texas 77575. Proposals must be received in the office of the City Secretary at 1829 Sam Houston; Liberty, TX 77575 before RFP opening time. Proposals will be presented to the LCDC Board for consideration at a meeting to be held TBD, at 6:00 p.m. in the City Council Chambers located at 1829 Sam Houston, Liberty, Texas. Any questions concerning the RFP should be directed to Gary Broz, City Manager, at (936) 336-3684.

Introduction

Proposals are solicited for the SALE of THE SURFACE ONLY of the land commonly known as 521 Travis St., Liberty, Texas. This request for proposal contains the City's Contract for Sale including contract terms, conditions, and insurance requirements, attached as Attachment A.

Definitions, Terms, and Conditions

The following instructions apply to all proposals and become part of the terms and conditions of any proposal submitted to the City of Liberty unless otherwise specified elsewhere in this proposal request. All persons submitting a proposal are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

Buyer	The successful bidder(s) of this bid request.
City of Liberty	The government of the City of Liberty, Texas.
City	The City of Liberty.
City Council	The elected officials of the City of Liberty, Texas, having the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.
Contract	An agreement for the Sale of Real Estate.

Owner	The Liberty Community Development Corporation
LCDC Board	The Board of Directors of the Liberty Community Development Corporation having the authority to exercise such powers as conferred by the Corporations Articles of Incorporation and Bylaws and State Constitution and Laws
LCDC	Liberty Community Development Corporation, a Texas Nonprofit Corporation formed as a Type B Economic Development Corporation under the laws of the State of Texas

Acceptance

Upon acceptance and approval by the LCDC, or its designated official, and ratification by the City, the proposal effects a working contract between the LCDC and the individual making the successful proposal. All proposals will remain subject to acceptance for thirty (30) days after the date of the proposal opening. All proposals may be rejected by the LCDC or City Council at its discretion.

Addenda

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all individuals making a proposal. Owner is not bound by any oral representations, clarifications, or changes made in the written specification by Owner's employees, unless such clarification of change is provided to all individuals making proposals in written addendum form from the Purchasing office.

Addenda will be transmitted to all that are known to have received a copy of the proposal documents and specifications. However, it shall be the sole responsibility of the Proposer to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

Advertisement

The Request for Proposals as advertised will be considered an inclusion of the specifications and conditions.

Applicable Laws

All Proposers will comply with all Federal, State, and local laws relative to conducting business in the City of Liberty. The laws of the state of Texas will govern as to the interpretation, validity, and effect of this proposal, its award, and any contract entered into.

Assignments

It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the LCDC, City and any sureties.

Award of Contract

A contract may be awarded to the proposer who provides the best value for the LCDC. In determining the best value for the LCDC, the LCDC may consider, but is not necessarily limited to, the following factors:

- a. conformity to specifications;
- b. the sale price, including estimated closing costs;
- c. the reputation of the bidder;
- d. the planned use of the property including the commercial nature of the use;
- e. the extent to which the proceeds meet the City's or LCDC's needs;
- f. the bidder's past relationship with the City or LCDC;
- g. financial condition of the bidder;
- h. the total long-term cost to the LCDC to sell the property;
- i. any relevant criteria specifically listed in the request for bid; and
- j. anticipated future ad valorem tax valuations and economic impact of proposed development

Although the sale price offered is an essential part of the Proposal, the City is not obligated to award a contract on the sole basis of price.

Planned Economic Development Use of the Property

All proposals must include a description of the future use of the property including how the planned use will benefit the economic development of the City of Liberty. The LCDC may use this description when choosing the winning proposal and the City of Liberty may use this description in determining whether or not to ratify the award of the proposal.

Business Practices

Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Cancellation

The LCDC and City reserve the right to cancel this contract or any portion thereof immediately for buyer's failure to comply with terms stated in contract.

Certification

Proposals must be completed and submitted on the form included within the specifications of this RFP. Certification of Proposal must be completed in its entirety.

Collusion

Advanced disclosures of any information to any particular proposer which gives that particular proposer any advantage over any other interested proposer in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or

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City of Liberty, Texas

permitted by a member of the governing body or an employee or representative thereof, will be cause to void all proposals of that particular solicitation or request.

Communication

The City or LCDC shall not be responsible for any verbal communication between any employee of the City or LCDC and potential proposers(s). Only written specifications and price quotations will be considered.

Confidentiality

Public agencies in Texas are subject to the Public Information Act as permitted in Texas Government Code, Chapter 552.

Electronic Documents

Proposers may be supplied with the original documents in electronic form to aid in the preparation of proposals(s). By accepting these electronic documents, proposers agree not to edit or change the language or format of these documents. Submission of a proposal signifies full agreement with this requirement.

Exceptions

The proposer will note any exceptions to the conditions of this RFP. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with.

Forms

Proposals will be submitted on the form provided by the LCDC. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

Indemnification

The successful bidder agrees by entering into this contract to defend, indemnify, and hold the LCDC and the City harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

Independent Contractor

Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

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Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party without the prior written consent of the other party.

No Bid

If unable to provide a proposal, please sign and return this form by return mail, advising reason for not submitting quotation.

Notification

The LCDC and City of Liberty uses multiple channels for the notification and dissemination of all RFPs. Approved methods of dissemination include the City of Liberty website or the City of Liberty Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your proposal noncompliant. The LCDC and the City of Liberty accept no responsibility for the receipt or notifications of solicitations through any other source.

Priority of Documents

In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the latter will take precedence.

Receipt of Proposals

Proposals must be received by the City Secretary prior to the time and date specified. The mere fact that the proposal was dispatched will not be considered; the bidder must insure that the bid is actually delivered. Proposals received after that time will be returned unopened. **Faxed responses are not acceptable.**

Reimbursements

There is no expressed or implied obligation for the LCDC or the City of Liberty to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP. The LCDC or City of Liberty will not reimburse responding firms for these expenses, nor will the LCDC or the City pay any subsequent costs associated with the provision of additional information or presentation or to produce a contract for sale of property as specified herein.

Reservations

This solicitation does not require the LCDC or City to accept any proposal or offer or to complete a sale. The LCDC and the City reserve the right to accept or reject, in part or in whole, any proposal submitted and waive any technicalities for the best interest of the LCDC or the City.

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Satisfaction

All terms and conditions of the contract and specifications must be satisfactorily met; including the submission to the LCDC or the City of any and all documentation as may be required before award recommendation will be submitted to LCDC or the City Council.

Severability

The invalidity or unenforceability or any provision hereof shall not affect the validity or enforceability of any other provision.

Standard Contracts

Should this proposal include any of the City's Standard Contracts (Attachment A), all proposing parties shall be required to thoroughly read and understand the terms, conditions, and provisions in these documents. The successful proposer shall be responsible for compliance with these terms and conditions. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to LCDC or the City Council. Any exceptions taken to City's standard contracts may cause the proposal to be considered nonresponsive.

Tax Exempt

The City of Liberty is exempt from State Retail Tax and Federal Excise Tax. The price proposal must be net, exclusive of taxes.

Venue

Any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas, County of Liberty. Venue shall be in the District Courts of Liberty County, Texas.

Withdrawal

Providers of proposals may request withdrawal of a posted sealed proposal prior to the scheduled proposal opening time, provided the request for withdrawal is submitted to the City Secretary in writing. The City reserves the right to reject any and all proposals by reason of this request. Proposals may not be withdrawn after the proposal opening time.

Special Provisions**Contract for Sale**

The successful proposer must execute the Contract for Sale of Real Estate, Exhibit "A", stating the identity of the property along with a nonrefundable check in the amount of five percent (5%) of the proposal amount made payable to Fielder, Gunter & Davis to be used as earnest money.

Closing

The proposer shall close on the transaction within 30 business days of notice from the LCDC and/or City of Liberty of the award of proposal. The successful proposer will be responsible for closing costs associated with the transaction, if any, and any real estate fees that may be incurred by the buyer as stipulated in the attached Contract for Sale of Real Estate. The Contract for Sale of Real Estate must be completed, signed, and attached to proposal along with the required five percent (5%) of the proposal amount for the property.

Property Inspection

Please contact Gary Broz, City Manager, at (936) 336-3684 to make an appointment to inspect property.

Proposer acknowledges that the City of Liberty has provided proposer with the opportunity to inspect the property prior to bidding on and/or purchasing the property and the proposer has or has not so inspected the property at his or her sole discretion. Proposer acknowledges that the decision to purchase the property is entirely their own and the Proposer has not relied on any representations or warranty made by any officer, employee, or agent of the LCDC or the City of Liberty in deciding to purchase the property. Each proposer shall be held to have examined the property under consideration and confirm that he, or she, fully understands and is cognizant of all factors to the sale of the property listed herein.

Financing

Purchaser must arrange their own financing and complete the closing transaction within thirty (30) days of the proposal award; additional time may be considered under special circumstances. Proposer may elect to include in his or her proposal evidence of financing or availability of funds to complete this transaction. The LCDC or City will not pay seller points, closing costs, or real estate transaction fees.

Indemnity

Buyer acknowledges that LCDC or City has not made and does not make any representations as to the physical condition of the property, or any other matter affecting or relating to the property, including title warranties. Buyer expressly agrees that to the maximum extent permitted by law, the property is conveyed "as is" and "with all faults." LCDC and City expressly disclaim and buyer acknowledges and accepts that seller has disclaimed, any and all representations, warranties or guaranties of any kind, oral or written, expressed or implied concerning the property, including, without limitations: (i) the value, condition, merchantability, habitability, marketability, profitability, suitability or fitness for a particular use or purpose of the property; (ii) the manner or quality of the construction or the materials, if any, incorporated into the construction; and, (iii) the manner of repair, quality of repair, state of repair or lack of repair of the property. By Buyer's submittal of a proposal, Buyer represents that it has made all inspections of the property to determine its value and condition deemed necessary or appropriate by buyer, including, without limitation, inspections for the presence of asbestos, lead-based paint, pesticide residues, hazardous waste and other hazardous materials.

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Omissions

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this requirement.

Regulations

The Buyer is responsible for meeting or exceeding all Federal, State of Texas, and local safety, health, and traffic regulations and standards in effect and applicable at the time of award. The Buyer is responsible for obtaining all appropriate permits when required.

Attachment: Mercy Hosp Property Sale (3724 : Mercy Hospital Property)

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City of Liberty, Texas

SPECIFICATIONS

The LCDC and City of Liberty are authorized to sell real property by utilizing the sealed bid procedure in accordance with Texas Local Government Code §272.001.

Legal Description of Property for Sale

Liberty Inner Blocks, Block 18, Lot 2, Track 4

Attachment: Mercy Hosp Property Sale (3724 : Mercy Hospital Property)

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City of Liberty, Texas

PROPOSAL QUOTATION AND CERTIFICATION**QUOTATION**

521 Travis St., Liberty, Texas 77575

Liberty County, Texas

Grand Total \$ _____

Planned Commercial and/or Mixed Use of Property _____

(bidder may attach additional sheets as needed to describe proposed project)

CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other proposer, and that the contents of this proposal have not be communicated to any other proposer prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Real Estate Sales Contract.

Signed by: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No. _____ Fax Number: _____

Email: _____ Federal Tax ID No.: _____

Address: _____

Date: _____

Attachment: Mercy Hosp Property Sale (3724 : Mercy Hospital Property)

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City of Liberty, Texas

ATTACHMENT A**Example****Real Estate Sales Contract**

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract. Buyer must deliver the Earnest Money to Seller's Attorney to be held in escrow before the Earnest Money Deadline provided in section A.1 for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: LIBERTY COMMUNITY DEVELOPMENT CORPORATION

Address: 1829 Sam Houston St., Liberty, TX 77575

Phone: (936)336-3684

Fax:

Type of entity: Municipality

Seller's Attorney: Fielder, Gunter & Davis

Address: 1517 Trinity St., Liberty, TX 77575

Phone: (936)336-4115

Fax: (281)754-4227

Buyer: _____

Address: _____

Phone: _____

Fax: _____

Type of entity: _____

Buyer's Attorney: _____

Address: _____

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Phone: _____

Fax: _____

Buyer's Broker: _____

Property: THE SURFACE ONLY of the land commonly known as 521 Travis St., Liberty, Texas.

Purchase Price

Cash portion: _____

Seller-financed portion (principal amount of note): None

Third-party-financed
Portion: _____

Total purchase price: _____

Earnest Money: FIVE PERCENT OF THE BID AMOUNT

Surveyor: _____

Buyer's Liquidated Damages: ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)

Seller's Additional Liquidated Damages: ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)

County for Performance: Liberty

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: _____
2. Closing Date: 30 days after the effective date
3. Closing Time: To be agreed upon by the parties

B. Closing Documents

1. At closing, Seller will deliver the following items:

Quitclaim Deed

IRS Non-foreign Person Affidavit

Notices, statements, and certificates as specified in Exhibit C

2. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Deceptive Trade Practices Act waiver

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A—Description of the Land

Exhibit B—Representations; Environmental Matters

Exhibit C— Notices, Statements, and Certificates

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

E. Title and Survey

1. Title insurance will not be provided on this property.
2. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Seller, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category. Should Buyer require a survey it shall be the Buyer's responsibility to obtain a survey at buyer's expense.

F. Representations

The parties' representations stated are true and correct as of the Effective Date and must be true and correct on the Closing Date.

G. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as

it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property that occurs after the Effective Date. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs after the effective date and before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). The casualty damage will be deemed to materially affect Buyer's intended use if the estimated amount of the damage exceeds five percent of the Purchase Price.] If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

4. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

H. Termination

1. *Disposition of Earnest Money after Termination*

- a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Seller's attorney to deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Seller's attorney to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those

obligations that cannot be or were not performed before termination of this contract.

I. Closing

1. *Closing.* This transaction will close at a time and place agreed upon by the Parties. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Seller. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Seller's attorney will be instructed to disburse the earnest money and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

J. Additional Condition.

1. *Transaction Costs*
 - a. *Seller's Costs.* Seller will pay Seller's attorney's fees.
 - b. *Buyer's Costs.* Buyer will pay any and all other costs associated with the transaction including survey costs if required.

K. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer.
- b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within

Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract or the amount of Seller's Additional Liquidated Damages, within ten days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses.
- b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this contract. If title to the Property is awarded to Buyer.

3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

4. *Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

L. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. *Amendment.* This contract may be amended only by an instrument in writing

signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Liberty County, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.

9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

14. *Indemnity.* Buyer agrees to indemnify and defend Seller and their assigns and successors, and to hold them harmless from and against any and all damages, claims, deficiencies, losses, liabilities, obligations and expenses (including attorney's fees) of every kind

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and description arising from or relating to the Property.

15. *Waiver of Consumer Rights.* BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 *ET SEQ.* OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

 Liberty Community Development Corporation
 Dennis Beasley, President
 Date: _____

Seller

By: _____
 _____,
 Date: _____

Buyer

Attachment: Mercy Hosp Property Sale (3724 : Mercy Hospital Property)

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EXHIBIT A**Legal Description of Property for Sale**

Liberty Inner Blocks, Block 18, Lot 2, Track 4

Attachment: Mercy Hosp Property Sale (3724 : Mercy Hospital Property)

EXHIBIT B**Representations; Environmental Matters****A. Seller's Representations to Buyer**

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a Municipal Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this.
3. *Violation of Laws.* Seller has not received notice of violation of any law, regulation, or requirements affecting the Property or Seller's use of the Property
4. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
5. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.
6. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

7. *No Warranty.* Seller has made no warranty in connection with this contract.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER'S REPRESENTATIONS TO BUYER SET FORTH IN SECTION A OF THIS EXHIBIT B.

THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. SELLER MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PERSONAL PROPERTY. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

The provisions of this section B regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

C. Environmental Matters

AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES.** BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

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The provisions of this section C regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

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Exhibit C**Notices, Statements, and Certificates**

The following notices, statements, and certificates are attached for delivery to Buyer, and Buyer acknowledges receipt of the notices, statements, and certificates by executing this contract:

Seller's disclosure of the location of pipelines under the surface of unimproved property to be used for residential purposes, described in section 5.010 of the Texas Property Code

Lead-paint warning statement, described in section 745.100 et seq. of title 40 of the Code of Federal Regulations.

Attachment: Mercy Hosp Property Sale (3724 : Mercy Hospital Property)