

HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 50

AMENDED NOTICE OF PUBLIC MEETING

Notice is hereby given to all interested members of the public that the Board of Commissioners of the captioned district will hold a public meeting by **telephone conference call**. Members of the public may access the meeting by following the instructions listed at the **end of this notice**.

The meeting will be held at **6:00 p.m. on Monday, May 18, 2020.**

The subject of the meeting is to consider and act on the following:

1. Public comments
2. Bookkeeper's report; pay bills, investment of funds
3. Appoint commissioner to the ECOM Board
4. Construction of training facility; design and construction; award contracts, approve change orders and change directives; approve pay estimates
5. Disposition of surplus fire truck; designate method of disposition most advantageous to the District under the circumstances; implement rules for sale; engage vendor to assist with sale



A handwritten signature in black ink, appearing to read "Wm. Scott Smith", written over a horizontal line.

Wm. Scott Smith
Attorney for the District

Instructions for accessing telephone conference call:

On March 16, 2020, in accordance with section 418.016 of the Texas Government Code, Governor Abbott has suspended various provisions of the Texas Open Meetings Act that require government officials and members of the public to be physically present at a specified meeting location (the "Proclamation"). In accordance with the Proclamation, the District has implemented procedures to allow members of the public to participate and address the Board of Commissioners during the telephone conference meeting. To participate in the telephone conference meeting:

1. Please call 1-866-773-8424 and use access Code **909540#** to access the meeting and announce your name to the meeting host.
2. The agenda packet will be available at the following web site:
<https://www.channelviewfire.com/agendas/>

Surplus Fire Engine

2006 Ferrara

Recommendation:

Enter into an agreement with Brindlee Mountain Fire Apparatus to host a 21-day sealed bid auction with an unpublished minimum bid of \$50,000. The fee paid to Brindlee would be 10% of sell price.

This would require a public notice in a local paper advertising the sell of the apparatus and the information to submit a bid. This would be done this week in the North Channel Star and the auction would start 11 days later and close 21 days after.

BRINDLEE MOUNTAIN FIRE APPARATUS

15410 Hwy 231 Union Grove AL 35175 · 1-866-285-9305 · Fax: 256-498-0924

Listing and Marketing Commission Agreement

The undersigned being duly authorized, hereby enter into the following contractual agreement:
Brindlee Mountain Fire Apparatus agrees to broker the following apparatus:

2006 Ferrara Intruder II Pumper
Apparatus:

Owned or exclusively offered for sale by:

Department/Owner: Harris County ESO #50 - Channelview FD TX

Brindlee will refer to Agent/Owner all qualified inquires Brindlee receives regarding the specified apparatus and may market the apparatus through various channels of websites, auctions, ads, and direct sales. If Agent/Owner sells the marketed apparatus or any other apparatus to the customer referred by Brindlee, or anyone acting on behalf of the referred customer, the Agent/Owner will pay a commission of:

10% (or a minimum of \$500) if the truck is sold for less than \$125,000.00

7% if the truck is sold for a price between \$125,000.00 and under \$200,000.00

5% for a truck that is sold at or above \$200,000.00

Payment will be made to Brindlee within 10 days of the sale. Interest in the amount of 1.5% will be charged on any outstanding invoice that is not paid within 30 days of the invoice date. Any additional costs incurred as part of collection efforts will also be the responsibility of the seller.


Agent/Owner agrees to notify Brindlee, at the time of sale, as to the sale price and the name and address of the buyer regardless of whether or not Brindlee referred the Buyer. Agent/Owner acknowledges failure to provide this information will result in fees payable to Brindlee as if the lead was referred by Brindlee and sold at the listed price.

Either party may terminate at any time by notifying the other party in writing. If any sale takes place subsequent to termination, to a party previously referred by Brindlee, the same commission will be paid as if the agreement were still in effect.

Agreed to by:

Authorized Agent/Owner

Date: _____

DocuSigned by:

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Brindlee Mountain Fire Apparatus

Date: 5/8/2020